

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER
CONTRACT WITH:

[ATKINSREALIS USA](#)
[4030 W Boy Scout Blvd, Ste 700](#)
[Tampa, FL 33607](#)

CHANGE { ORIGINAL
INCREASE
DECREASE
OTHER CHANGE

Department:		Controller No.
27 AIRPORT COMMISSION		0000906249, 0001016868
Department Contact		TELEPHONE NO
Daniel Lee		(650) 821-7767
PS Contract	Fund Group/Fd/	Date:
*	1000035310	5/20/2026
Category Codes	Supplier ID	Job No.
91200	0000024944	CT12077.41
Period Covered:		Amount:
2/14/2025-2/14/2029		\$0.00

FOR THE PURPOSE OF: MOD 2 FOR CONTRACT NO. 12077.41 – TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE AIRFIELD IMPROVEMENT PROGRAM, 2024-2029 PHASE

TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE AIRFIELD IMPROVEMENT PROGRAM, 2024-2029 PHASE IN THE NOT-TO EXCEED CONTRACT AMOUNT OF \$8,600,000 WITH A CONTRACT DURATION OF FOUR YEARS. MOD. 2 IS FOR ARTICLE 1 PREFACE, ARTICLE 2 MODIFICATIONS OF SCOPE TO THE AGREEMENT, ARTICLE 3 UPDATES TO STANDARD TERMS TO THE AGREEMENT, ARTICLE 13 DATA AND SECURITY, ARTICLE 4 EFFECTIVE DATE AND ARTICLE 5 LEGAL EFFECT.

RESOLUTION NO. 25-0004

PSC FORM 1	DHRPSC0004625	\$25,000,000	(2/14/2025-2/14/2029)
PSC FORM 2	DHRPSC0004625	\$8,600,000	
PREVIOUS ENCUMBRANCE:		\$50,000.00	(PO 0000906249) FR5963
PREVIOUS ENCUMBRANCE:		\$200,000.00	(PO 0000906249) FR6030
PREVIOUS ENCUMBRANCE:		\$1,740,255.00	(PO 0000906249) FR6186
PREVIOUS ENCUMBRANCE:		\$1,080,000.00	(PO 0000906249) FR6145
PREVIOUS ENCUMBRANCE:		\$750,000.00	(PO 0001016868) FR6498
PREVIOUS ENCUMBRANCE:		\$800,000.00	(PO 0001016868) FR6397
PREVIOUS ENCUMBRANCE:		\$400,000.00	(PO 0001016868) FR6135 FR6650
PREVIOUS ENCUMBRANCE:		\$1,009,745.00	(PO 0001016868) FR6626
THIS ENCUMBRANCE		\$0.00	
TOTAL ENCUMBRANCE AMOUNT		\$6,030,000.00	

CONTRACT PERIOD: 2/14/2025 to 2/14/2029

COMMISSON APPROVAL: \$8,600,000 FOR FOUR YEARS OF SERVICES PER COMMISSION RESOLUTION NO. 25-0004

Insurance Required	AtkinsRealis	
	Amount	Expiration Date
General Liability	\$2,000,000/ \$4,000,000	10/15/2026
Automobile Liability	\$2,000,000	10/15/2026
Workers Compensation	\$1,000,000	10/15/2026
Professional Liability	\$2,000,000	4/30/2027
MAIL INVOICE TO: Daniel Lee San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128		

RECOMMENDED AND APPROVED								
By:	MIKE NAKORNKHET Airport Director			Chief Administrative Officer Board of supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property		Certification Date:
	DocuSigned by:  8803EBD1295246F...							5/20/2026
	Line #	Document		Amount	Fund	Department	Authority	PROJECT
	Number	Account					Project	Activity

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

Modification No. 2

**Contract No. 12077.41
Project Management Support Services
for the Airfield Improvement Program, 2024-2029 Phase**

THIS **MODIFICATION NO. 2** ("Modification") is made as of May 1, 2026, in San Francisco, California, by and between **AtkinsRéalis USA Inc.** ("Contractor") and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission ("Department" or "Commission").

Recitals

- A. City and Contractor have entered into the Agreement for Project Management Support Services for the Airfield Improvement Program, 2024-2029 Phase for the San Francisco International Airport ("Airport"); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On January 21, 2025, by Resolution No. 25-0004, the Commission awarded the Agreement to Contractor in the not-to-exceed amount of \$8,600,000 with a duration of four (4) years; and
- D. On October 1, 2025, City and Contractor administratively modified the Agreement through Modification No. 1 to update standard contractual clauses and update the direct labor rate range for the Project Controls Manager classification; and
- E. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update a subcontractor's home office overhead rate and update standard contractual clauses; and
- F. Approval for the Agreement was obtained when the Civil Service Commission approved PSC No DHRPSC0004625 on January 6, 2025.

NOW, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Modification:

1.1 **Agreement.** term "Agreement" shall mean the Agreement dated January 21, 2025, between Contractor and City, as modified by:

Modification No. 1, dated October 1, 2025.

1.2 **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations the City places on contactors. These changes went into effect January 1, 2026. Labor and Employment Code Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, Administrative Code Chapters 12N, 12Y, and 101 are not in effect. If the Agreement is valued at \$230,000 or less, Administrative Code Chapter 12F and Labor and Employment Code Article 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Administrative Code Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Paragraph 3.2a of Appendix B, Calculation of Charges,** is replaced with the following:

3.2 Overhead Rates

- a. Contractor and approved first-tier subcontractors shall use the following approved overhead rates:

Contractor	Home Office Overhead Rate	Field Office Overhead Rate
AtkinsRéalis USA Inc.	133.73%	115.94%

Approved First-Tier Subcontractors	Home Office Overhead Rate	Field Office Overhead Rate
Applied Materials & Engineering, Inc.	160%	145%
Applied Pavement Technology, Inc.	160%	145%
BKF Engineers	160%	145%
Dabri, Inc.	134.09%	134.09%

Geometrics Engineering PS, Inc.	160%	145%
ISI Inspection Services, Inc.	159.36%	145%
Lean Technology Corporation	134.30%	134.30%

Article 3 Updates to Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Article 1 Definitions. The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:

“Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

“Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

“City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

“Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

“Generative Artificial Intelligence” means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence’s training data.

“Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 Section 3.6 Payment of Prevailing Wages is replaced with the following:

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, “Covered Services”), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered

Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations (“DIR”), as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City’s Office of Labor Standards and Enforcement (“OLSE”) and are on file at the Department’s principal office or at the job site and shall be made available to any interested party on request.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the BOS and DIR for such labor and services.

3.6.4 Job Site Notices and Records. Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City’s Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by City and its authorized representatives and/or DIR.

3.6.6 Certified Payrolls. Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City and to DIR as specified by City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

3.6.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered

Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and signout sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures under the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Articles 101 through 107, as applicable.

3.6.8 Remedies. Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

3.3 A new **Section 11.2.2 Web and Mobile Content Accessibility** is incorporated into the Agreement as follows:

11.2.2 Web and Mobile Content Accessibility. Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 1201, *et seq.*), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board (<https://www.access-board.gov/ict/>), as amended from time to time. Contractor shall ensure that all information content and technology ("ICT") provided under this Agreement fully conforms to the Department of Justice's Title II rules and the applicable Revised 508 Standard prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

3.4 **Article 12 Airport Commission Specific Terms** is replaced with the following:

Article 12 Airport Commission Specific Terms

12.1 Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport ("Airport Rules and Regulations"), as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

12.2 Airport Intellectual Property. Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport in connection with this Agreement (including subcontractors

and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior written consent.

12.3 Labor Peace/Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

12.4 Federal Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

12.4.1 Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

12.4.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including any amendments thereto.

12.4.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

12.4.4 Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.4.5 Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Airport will impose such

contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to (a) withholding payments to the Contractor under the contract until the contractor complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.

12.4.6 Incorporation of Provisions. The Contractor will include the provisions of Sections 12.4.1 through 12.4.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.4.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

12.5 Airport Commission Cyber Security Requirements.

12.5.1 Should the Services provided under this Agreement require Contractor to access Airport information systems residing within Airport managed networks, Contractor shall use the Airport's VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport's Chief Information Security Officer.

12.5.2 For the purposes of this Agreement, known exploitable vulnerabilities ("KEV"), as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency ("DHS/CISA"), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog ("KEV catalog"), shall be designated as a "high risk" or "critical" vulnerability.

12.5.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight (8) hours of being published in the KEV catalog, and critical vulnerabilities in all other information technology must be addressed within three (3) business days of being published.

- High risk vulnerabilities associated with internet-facing services must be remediated within three (3) days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen (14) business days of being published.

- For the purposes of this Section, "remediation" means to "reduce the significant risk of known exploited vulnerabilities" as these terms are used by DHS/CISA in relationship to the KEV catalog.

- Depending upon the specific circumstances relating to how the software associated with this Agreement is used, it is possible that a critical or high-risk vulnerability might not be exploitable. Should that be the case, the Contractor may provide attestation to these circumstances to meet these remediation requirements for City's review.

12.5.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being

provided under this Agreement.

12.5.5 Contractor shall comply with City's requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: https://www.sf.gov/sites/default/files/2022-10/OCA_Technology_Purchasing_Guidelines_v13.1_9-30-22.pdf), and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report prior to the effective date of this Agreement and at least annually thereafter.

3.5 **Article 13 Data and Security** is replaced with the following:

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved (Payment Card Industry ("PCI") Requirements).

13.3 Reserved (Business Associate Agreement).

13.4 Management of City Data.

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by

implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables.

Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City’s prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City’s rights in and to the Deliverables under Article 9, “Rights in Deliverables,” or the City Data confidentiality and security requirements under Article 13, “Data and Security,” of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City’s request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors’ environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this Section are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (“CRA”) was required before entering this Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

Each of the modifications set forth in this Modification shall be effective on and after the date of this Modification.

Article 5 Legal Effect

Except as expressly modified by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO DocuSigned by: <i>Mike Nakornkhet</i> By: _____ F7216F51AF8F2BF Mike Nakornkhet, Airport Director Approved as to Form: David Chiu City Attorney Signed by: <i>Jerett Yan</i> By: _____ CFESC858A76A45C Jerett Yan, Deputy City Attorney	CONTRACTOR ATKINSRÉALIS USA INC. Signed by: <i>Todd Gnospelius</i> By: _____ B183073B9453464 Todd Gnospelius, National Aviation Sr. Sector Manager – VP
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