

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

Modification No. 1

THIS MODIFICATION (this “Modification”) is made as of January 1, 2020 in San Francisco, California, by and between **FSP PPM Management, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

RECITALS

- A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On June 16, 2016 by Resolution No. 16-0181, the Commission awarded this Agreement to the Contractor for a period of four (4) years effective July 1, 2016 in an amount not to exceed \$19,522,294; and
- D. On July 20, 2016, by Resolution No. 16-0741, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the current year not-to-exceed amount by \$2,560,193, and to exercise the one 1-year renewal option commencing July 1, 2020 through June 30, 2021, in an amount not to exceed \$7,868,372 for the option period, for a new total contract amount not to exceed \$29,950,859 and update standard clauses; and
- F. On **[insert date]**, by Resolution No. **[insert resolution number]**, the Commission approved this Modification to the Agreement **[insert term and not-to-exceed amount if these changed]**; and
- G. On **[insert date]**, by Resolution No. **[insert resolution number]**, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 48936 – 15/16 on June 20, 2016; and
- I. The Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and
- J. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, the parties agree that the following Articles have been changed as follows:

1. Article 1. Definitions

1.1 Agreement has been revised. The definition “Agreement” shall mean the Agreement dated July 1, 2016 between Contractor and City.

2. Article 1. Definitions, is hereby amended to add the following:

1.10 “City Data” or “Data” includes, but is not limited to, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement.

1.11 **Confidential Information.** "Confidential Information" means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or that is subject to local, state, or federal laws or regulations restricting its disclosure, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M (Chapter 12M), or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

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

3. Article 2. Term of the Agreement, Section 2.1 is hereby amended to extend the term of the contract for one year for a new ending date of June 30, 2021.

4. Article 3. Financial Matters, 3.3. Compensation, Section 3.3.1 Payment is hereby amended to increase the total compensation payable by an amount not to exceed \$10,428,565 for a new total not to exceed amount of \$29,950,859.

5. Article 4. Services and Resources, Section 4.6 Assignment is hereby deleted in its entirety and replaced to read as follows:

4.6 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately

notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

6. Article 7. Payment of Taxes, new Section 7.3 Withholding is hereby added in its entirety to read as follow:

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

7. Article 10. Additional Requirements Incorporated by Reference, Section 10.6 Federal Non-Discrimination in Contracting is hereby deleted in its entirety and replaced to read as follows:

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

10.6.1 Compliance with Regulations. 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 Agreement.

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

10.6.3 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 Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

10.6.4 Information and Reports. 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.

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

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- Withholding payments to the contractor under the contract until the contractor complies; and/or
- Cancelling, terminating, or suspending a contract, in whole or in part.

10.6.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 10.6.1 through 10.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

10.6.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, 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 USC §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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §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 USC. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);

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

8. Article 10. Additional Requirements Incorporated by Reference, Section 10.7 Minimum Compensation Ordinance is hereby deleted in its entirety and replaced to read as follows:

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco> . Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

9. Article 10. Additional Requirements Incorporated by Reference, Section 10.8 Health Care Accountability Ordinance is hereby deleted in its entirety and replaced to read as follows:

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao> . Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10. Article 10. Additional Requirements Incorporated by Reference, Section 10.11 Limitations on Contributions is hereby deleted in its entirety and replaced to read as follows:

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each

such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

11. Article 10. Additional Requirements Incorporated by Reference, Section 10.17 Sugar-Sweetened Beverage Prohibition is hereby deleted in its entirety and replaced to read as follows:

10.17 Distribution of Beverages and Water.

10.17.1 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

12. Article 10. Additional Requirements Incorporated by Reference, new Section 10.19 Consideration of Salary History is hereby added to read as follows:

10.19 **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

13. Article 11. General Provisions, Payment Card Industry ("PCI") Requirements Section 11.3.2 is hereby deleted in its entirety and replaced to read as follows:

11.3.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

14. Article 11. General Provisions, Section 11.13 Order of Precedence is hereby deleted in its entirety and replaced to read as follows:

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 28, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor

agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

15. Article 11. General Provisions, new Section 11.16 Notification of Legal Requests is hereby added in its entirety to read as follows:

11.16 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

18. Article 11. General Provisions, new Section 11.17 Incorporation of Recitals is hereby added in its entirety to read as follows:

11.17 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

19. Article 13. Requirements For Airport Contracts, is hereby added in its entirety to read as follows:

New Section 13.1. Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport 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>.

New Section 13.2. Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

New Section 13.3. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20. **Appendix A, Paragraph 1,A. Summary of Services** is hereby amended to read as follows:

Operations

- Transportation Network Company (TNC) Operations
- Curbside Loading Operations
- Staging Area Operations
- Congestion Management
- Ensuring Compliance with Airport Rules and Regulations
- Using Ground Transportation Management Systems

21. **Appendix A, Paragraph 3.3 TNC Operations** is hereby added to read as follows:

3.3 TNC Operations

3.3.1 Contractor will staff and manage the Airport’s TNC Operations. Required hours of staffing at various zones are as follows:

Domestic Garage Level 5 Pickup Zone: 7:00AM to 2:00AM

Domestic Garage Level 5 Entry Lane: 7:00AM to 2:00AM

Domestic Garage Level 4 Entry Lane:

- Mondays 09:00AM – 12:00PM
- Thursdays 20:00PM – 01:00AM
- Fridays 20:00PM – 01:00AM
- Sundays 20:00PM – 01:00AM

International Departures Center Island: 7:00AM to 2:00AM

The daily hours and zones are subject to change at the discretion of the Airport Director.

3.3.2 Duties of Zone Monitors

Contractor shall provide monitors whose services include, but are not limited to, the following:

- Ensuring operator compliance with the Airport’s Rules and Regulations
- Ensuring operator compliance with Standard Operating Procedures
- Monitoring and documenting both passenger and operator wait times
- Monitoring and documenting congestion at the entry lanes
- Answering questions regarding garage zone pickups and other TNC operations
- Providing Airport staff with daily observation reports

22. **Appendix B, Paragraph 3** Yearly Payment table summary is hereby deleted in its entirety and replaced with new to read as follows:

5-year Contract Summary and Total	Contract Cost
1	\$4,738,427
2	\$4,831,926
3	\$4,927,313
4	\$5,024,627
4 - Increase	\$2,560,193
5	\$7,868,372
Contract Total	\$29,950,859

23. **Appendix B, Paragraph 3** Calculation of Charges for service year four is hereby deleted in its entirety and replaced with new to read as follows:

CALCULATION OF CHARGES								
Labor Costs (Twelve (12) months of Fully Staffed Service) Year Period #4								
	Position Title	No. Full-Time Positions	Hourly Wage	Burden % *	Hourly Wage with Burden	Annual Full Time Labor Hours 1FT yr = 2,080 hrs X No. Positions	Annual Total Hours (Excluding PTO)	Annual Labor Cost with Burden
1	General Manager	1.00	\$ 48.07	35.74%	\$ 67.70	2080	1960.00	\$140,816.00
2	Assistant General Manager	1.00	\$ 37.89	43.47%	\$ 54.35	2080	1960.00	\$113,048.00
3	Curbside Managers	3.00	\$ 31.57	45.58%	\$ 45.96	6600	6480.00	\$303,336.00
4	Taxi/TNC Supervisors	9.00	\$ 25.35	57.25%	\$ 39.10	18720	8800.00	\$731,952.00
5	SRV/Limo Supervisors	2.00	\$ 23.24	52.51%	\$ 36.14	8832	8704.00	\$319,188.48
6	Taxi/TNC Dispatchers	69.00	\$ 21.86	55.52%	\$ 33.34	143520	67744.00	\$4,784,956.80
7	SRV/Limo Lot Monitors	5.00	\$ 18.17	55.39%	\$ 27.70	5400	5320.00	\$149,580.00
8	Limousine Curbside Monitors	2.00	\$ 18.17	55.36%	\$ 2.70	4160	5968.00	\$11,232.00
9	Administrative Assistants	3.00	\$ 20.25	47.57%	\$ 33.67	5642	5552.00	\$189,966.14
10	Janitors	1.00	\$ 18.17	55.36%	\$ 28.23	6048	5968.00	\$170,728.46
								\$6,914,803.88
Profit Margin. Expressed as a percentage of the Total Labor Cost								
Expressed as a percentage of the Total Labor Cost							6.70%	\$463,291.86
SUBTOTAL LABOR COST WITH PROFIT								\$7,378,095.74
Other Direct Costs (expressed annually)								
Identify all direct costs to perform the work identified in Section II - Scope of Work such as but not limited to: Training Consultants, Mystery Shopper Program. These costs are reimbursable by invoice with documenting receipts with true costs. Profit or mark-up costs are prohibited.								
	Description							Cost
	Training Consultants							\$5,306.04
	Uniforms (Purchase)							\$21,854.54
	Mystery Shopper Program							\$24,068.20
	Employee Badges							\$2,060.60
	Radios							\$25,757.53
	Other:							
	Vehicle Lease							\$6,900.00
	Add Value Machine receipt stock/tickets							\$16,390.91
	Vehicle Operating and Maintenance Cost							\$7,408.80
	Service Incentive Program							\$819.55
TOTAL OTHER DIRECT COSTS								\$110,566.17
Administrative Fee (Monthly)							\$8,013.22	\$96,158.64
TOTAL ANNUAL CONTRACT COST								\$7,584,820.55
Monthly Invoice Value Not to Exceed								\$632,068.38

24. **Appendix B, Paragraph 3** Calculation of Charges for service year five is hereby added to read as follows:

CALCULATION OF CHARGES																												
Labor Costs (Twelve (12) months of Fully Staffed Service) Year Period #5																												
	Position Title	No. Full-Time Positions	Hourly Wage	Burden % *	Hourly Wage with Burden	Annual Full Time Labor Hours 1FT yr = 2,080 hrs X No. Positions	Annual Total Hours (Excluding PTO)	Annual Labor Cost with Burden																				
1	General Manager	1.00	\$ 50.47	35.74%	\$ 68.51	2080	1960.00	\$142,496.59																				
2	Assistant General Manager	1.00	\$ 39.02	43.47%	\$ 55.98	2080	1960.00	\$116,442.55																				
3	Curbside Managers	3.00	\$ 32.52	45.58%	\$ 47.34	6240	6480.00	\$295,417.92																				
4	Taxi/TNC Supervisors	9.00	\$ 25.98	57.25%	\$ 40.85	18720	21120.00	\$764,778.46																				
5	SRV/Limo Supervisors	2.00	\$ 23.82	52.51%	\$ 36.33	4160	5880.00	\$151,123.99																				
6	Taxi/TNC Dispatchers	74.00	\$ 22.41	55.52%	\$ 34.00	153920	143341.00	\$5,233,280.00																				
7	SRV/Limo Lot Monitors	4.00	\$ 18.62	55.39%	\$ 28.56	8320	1960.00	\$237,619.20																				
8	Administrative Assistants	3.00	\$ 20.25	47.57%	\$ 29.88	6240	7840.00	\$186,469.45																				
9	Janitors	1.00	\$ 18.62	55.36%	\$ 28.25	2080	5880.00	\$58,760.00																				
								\$7,186,388.16																				
Profit Margin. Expressed as a percentage of the Total Labor Cost																												
Expressed as a percentage of the Total Labor Cost							6.70%	\$481,488.01																				
SUBTOTAL LABOR COST WITH PROFIT								\$7,667,876.17																				
Other Direct Costs (expressed annually)																												
Identify all direct costs to perform the work identified in Section II - Scope of Work such as but not limited to: Training Consultants, Mystery Shopper Program. These costs are reimbursable by invoice with documenting receipts with true costs. Profit or mark-up costs are prohibited.																												
<table border="1"> <thead> <tr> <th>Description</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Uniforms (Purchase)</td> <td>\$22,000.00</td> </tr> <tr> <td>Mystery Shopper Program</td> <td>\$24,060.00</td> </tr> <tr> <td>Employee Badges</td> <td>\$2,000.00</td> </tr> <tr> <td>Radios</td> <td>\$25,000.00</td> </tr> <tr> <td>Other:</td> <td></td> </tr> <tr> <td> Vehicle Lease</td> <td>\$6,900.00</td> </tr> <tr> <td> Add Value Machine receipt stock/tickets</td> <td>\$15,000.00</td> </tr> <tr> <td> Vehicle Operating and Maintenance Cost</td> <td>\$7,500.00</td> </tr> <tr> <td> Service Incentive Program</td> <td>\$835.47</td> </tr> </tbody> </table>								Description	Cost	Uniforms (Purchase)	\$22,000.00	Mystery Shopper Program	\$24,060.00	Employee Badges	\$2,000.00	Radios	\$25,000.00	Other:		Vehicle Lease	\$6,900.00	Add Value Machine receipt stock/tickets	\$15,000.00	Vehicle Operating and Maintenance Cost	\$7,500.00	Service Incentive Program	\$835.47	
Description	Cost																											
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TOTAL ANNUAL CONTRACT COST								\$7,868,371.64																				
Monthly Invoice Value Not to Exceed								\$655,697.64																				

25. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

26. **Legal Effect.** Except as expressly changed 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	CONTRACTOR
By: _____ Ivar C. Satero, Airport Director	_____ Authorized Signature
Attest:	_____ Printed Name
By _____ C. Corina Monzón, Secretary Airport Commission	_____ Title
Resolution No: _____	_____ Company Name
Adopted on: _____	_____ City Supplier ID
Approved as to Form: Dennis J. Herrera City Attorney	_____ Address
By _____ Stacey A. Lucas Deputy City Attorney	_____ City, State, ZIP
	_____ Telephone Number
	_____ Federal Employer ID Number