

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

Modification No. 8

**Contract No. 10511.41
Program Management Support Services for
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made as of March 20, 2019, in San Francisco, California, by and between **Faith Group, 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 (as defined below); and
- B. On September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- D. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges, through Modification No. 2; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 to extend the term of the Agreement and increase the contract amount; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 to extend the term of the Agreement and increase the contract amount. A new sub-consultant was also incorporated through Modification No. 4; and
- G. On September 1, 2017, City and Contractor administratively modified the Agreement to update the billing rates and incorporate a new sub-consultant through Modification No. 5; and
- H. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 to extend the term of the Agreement and increase the contract not-to-exceed amount to \$14,629,565; and
- I. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and
- J. On September 1, 2018, City and Contractor administratively modified the Agreement to update the billing rates through Modification No. 7; and

K. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update a sub-consultant's firm name; and

L. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Modification:

a. Agreement. The term "Agreement" shall mean the Agreement dated September 1, 2015 between Contractor and City, as amended by the:

Modification No. 1,	dated February 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017,
Modification No. 6,	dated March 6, 2018, and
Modification No. 7,	dated September 1, 2018.

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

2. Appendix B – Calculation of Charges, Paragraph 4 is hereby deleted in its entirety and replaced with the following:

4. Approved Overhead Rates

4.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

Firm Name	Overhead Rate
Faith Group, LLC	157.70%
ACG Engineers, Inc.	84.00%
BASS Electric (fixed rates)	0.00%
Chavez & Associates	157.28%
CHS Consulting Group	160.60%
Cornerstone Transportation Consulting	159.75%
CPM Associates, Inc.	110.00%
Inspired Data Solutions	99.00%
PMA Consultants	121.21%
RES Engineers, Inc.	166.00%
Saylor Consulting	125.97%

4.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead cost rates for home and/or field office rates upon award of this Agreement and upon request for a change or addition to the maximum approved overhead rates stated in this Paragraph 4.

4.3 The home office overhead cost rate shall be used when staff works in an office provided by the Contractor. The field office overhead cost rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead cost rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

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

4. 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	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature
Approved as to Form: Dennis J. Herrera City Attorney	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143
By:  Heather Wolnick Deputy City Attorney	City Supplier ID: 0000020321 Federal Employer ID Number: 20-0568153