

**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 November 5, 2019, in San Francisco, California, by and between South San Francisco Scavenger Co., Inc. ("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) for solid waste management services for the San Francisco International Airport (the "Airport" or "SFO"); and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On **June 1, 2016**, by Resolution No. **16-0168**, the Commission awarded this Agreement to the Contractor for a five-year term in the not-to-exceed amount of \$8,817,488; and
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **add sorting services for landfill compactors to the scope, increase the contract amount, and update standard contractual clauses**; and
- E. On **November 5, 2019**, by Resolution No. **19-0276**, the Commission approved this Modification to the Agreement to **increase the contract by \$982,512 for a new total not-to-exceed amount of \$9,800,000**; and
- F. There is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. **49939-15/16** on **March 7, 2016**; and
- H. 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. a. Article 1. Definitions, 1.1 Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated **July 1, 2016**, between Contractor and City:

**b. 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.

**2. 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 \$982,512 for a new total not-to-exceed amount of \$9,800,000.

**3. Article 4. Services and Resources, 4.5 Assignment** is hereby deleted in its entirety and replaced with **New Section 4.5 Assignment** to read as follows:

**4.5 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 in majority 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.

**4. Article 7. Payment of Taxes,** is hereby amended to add the following:

**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.

**5. Article 8. Termination and Default, Section 8.4.1** is hereby deleted in its entirety and replaced with **New Section 8.4.1** to read as follows:

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 15	Data and Security
9.1	Ownership of Results		

**6. Article 10. Additional Requirements Incorporated by Reference, 10.7 Minimum Compensation Ordinance, 10.8 Health Care Accountability Ordinance, 10.11 Limitations on Contributions, and 10.17 Sugar-Sweetened Beverage Prohibition** are hereby replaced with New Sections 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.

**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.

**10.11 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.

#### **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.

#### **7. Article 10. Additional Requirements Incorporated by Reference, New Section 10.19 Consideration of Salary History** is hereby added to the Agreement 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.

#### **8. Article 11. General Provisions, 11.14 Labor Peace / Card Check Rule** is hereby replaced by **New Section 11.14 Card Check Rule** to read as follows:

**11.14 Labor Peace / Card Check Rule.** Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have

registered with the Airport Director or his / her designee (registered labor organization”), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport Director.

9. **Article 11. General Provisions, 11.17 Order of Precedence** is hereby replaced by **New Section 11.17 Order of Precedence** to read as follows:

**11.17 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 **September 4, 2019**. 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.

10. **Article 11. General Provisions** is hereby amended to add the following Sections into the Agreement to read as follows:

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

**11.19 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 City Data or Confidential Information, or which in any way might reasonably require access to City Data or Confidential Information, 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 or Confidential Information 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 or Confidential Information is stored.

**11.20 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> .

**11.21 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.

**11.22 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.

**11.23 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:

**11.23.1 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.

**11.23.2 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.

**11.23.3 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.

**11.23.4 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.

**11.23.5 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.

**11.23.6 Incorporation of Provisions.** Contractor will include the provisions of paragraphs 11.23.1 through 11.23.6 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.

**11.23.7 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.*).

**11. Article 14. Performance Bond, 14.1 Performance Bond** is hereby deleted in its entirety and replaced with **New Section 14.1 Bonding Requirements** to read follows:

**14.1 Bonding Requirements.** The Contractor is required to furnish a performance bond on the form in a form acceptable to the City, in a sum of not less than **\$9,800,000** to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller.

**12. New Article 15. Data and Security,** is hereby added to the Agreement to read as follows:

**15.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**15.1.1 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.

**15.1.2 Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, 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.

**15.2 Management of City Data and Confidential Information**

**15.2.1 Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**15.2.2 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information 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, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**15.2.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

**13. Appendix A, Services to be Provided, A. Collection Management Services, Paragraph 4** is hereby deleted in its entirety and replaced with **New paragraph 4** to read follows:

**4.** For mixed solid waste, the Contractor shall haul the mixed solid waste from the Airport and handle that waste in compliance with regulatory requirements. For select mixed solid waste loads, preselected for sorting by the Airport in its sole discretion, the Contractor shall: haul the preselected mixed solid waste load from the Airport, sort that waste with the Scott System to separate compostable materials (achieving a minimum 70 % diversion of the materials from the landfill), place compostable materials in the Contractor's Anaerobic Digester, haul the processed compostable materials to a composting facility, and handle the remaining residual solid waste in compliance with regulatory requirements. For source-separated segregated recyclable materials, the Contractor shall also haul away these materials and arrange for the sale of such materials. For compactors and bins containing predominantly compostable materials, the Contractor shall haul the contents directly from SFO to an offsite composting facility. Contractor may also unload materials at a transfer station before being transported to their final destination. Contractor shall account for all the materials processed by keeping records of volume/weight received at the transfer station as well as receipts from the composting facility, including the weight of materials before and after applying the Contractor's Scott System for sorting and separating out compostable materials.

**14. Appendix A, Services to be Provided, B. Service Items, 1. Descriptions** is hereby amended to add **New a. Service Item A (10)** to read follows:

**(10) Service Item A-10 – Collection, Transport, Sorting, and Disposal of Mixed Solid Waste.** Provide collection, transport, and handling of the mixed solid waste stream by sorting and composting compostable materials with the Scott System and handling of residual mixed solid waste, in compliance with regulatory requirements for the twelve (12) months calendar period for Year 1.

**15. Appendix B, South San Francisco Scavenger Company Inc. Bid Form, Service Item D, Service Item E, and Summary** are hereby deleted in their entirety and replaced with **New Service Item D, E, and Summary** to read as follows:

**Service Item D – Solid Waste Management Services for 2019-2020 Contract Year (Year 4)**

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1 of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period of Year four (4) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2019-2020 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2019-2020 Total Annual Cost or (Credit) Dollars
D-1	<b>Mixed Solid Waste</b>	4,300		
	Cost in Numerals		\$163.00	\$700,900
	Cost in Words		One Hundred Sixty Three Dollars	Seven Hundred Thousand Nine Hundred Dollars
D-2	<b>Compostable Solid Waste</b>	2,000		
	Cost in Numerals		\$163.00	\$326,000.00
	Cost in Words		One Hundred Sixty Three Dollars	Three Hundred Twenty Six Thousand Dollars
	<b>Source Separated Items (D-3 – D-9)</b>			
D-3	<b>Cardboard</b>	1,700		
	Cost in Numerals		\$70.00	\$119,000.00
	Cost in Words		Seventy Dollars	One Hundred Nineteen Thousand Dollars
D-4	<b>Wood</b>	500		
	Cost in Numerals		\$123.00	\$61,500.00
	Cost in Words		One Hundred Twenty Three Dollars	Sixty One Thousand Five Hundred Dollars
D-5	<b>Mixed Recyclables (Aluminum, Glass, Plastics)</b>	930		
	Cost in Numerals		\$50.00	\$46,500.00
	Cost in Words		Fifty Dollars	Forty Six Thousand Five Hundred Dollars
D-6	<b>Mixed Paper</b>	146		
	Cost in Numerals		\$50.00	\$7,300.00
	Cost in Words		Fifty Dollars	Seven Thousand Three Hundred Dollars
D-7	<b>Scrap Metals</b>	10		
	Cost in Numerals		\$0.00	\$0.00
	Cost in Words		Zero Dollars	Zero Dollars
D-8	<b>Plastics</b>	1		

	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
D-9	<b>Aluminum</b>	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
D-10	<b>Mixed Solid Waste Sorting (sorted for compostable materials)</b>	5,640		
	Cost in Numerals		\$197.00	\$ 1,111,080.00
	Cost in Words		One Hundred Ninety Seven Dollars	One Million One Hundred Eleven Thousand Eighty Dollars
	<b>Totals for 2019-2020</b>			
	Total Cost in Numerals			\$2,369,780.00
	Total Cost in Words		Two Million Three Hundred Sixty Nine Thousand Seven Hundred Eighty Dollars	

**Service Item E – Solid Waste Management Services for 2020-2021 Contract Year (Year 5)**

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1 of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period of Year five (5) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2019-2020 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2020-2021 Total Annual Cost or (Credit) Dollars
E-1	<b>Mixed Solid Waste</b>	2,025		
	Cost in Numerals		\$170.00	\$ 344,250.00
	Cost in Words		One Hundred Seventy Dollars	Three Hundred Forty Four Thousand Two Hundred Fifty Dollars

E-2	<b>Compostable Solid Waste</b>	2,025			
	Cost in Numerals			\$170.00	\$344,250.00
	Cost in Words			One Hundred Seventy Dollars	Three Hundred Forty Four Thousand Two Hundred Fifty Dollars
	<b>Source Separated Items (E-3 – E-9)</b>				
E-3	<b>Cardboard</b>	1,725			
	Cost in Numerals			\$70.00	\$120,750.00
	Cost in Words			Seventy Dollars	One Hundred Twenty Thousand Seven Hundred Fifty Dollars
E-4	<b>Wood</b>	525			
	Cost in Numerals			\$128.00	\$67,200.00
	Cost in Words			One Hundred Twenty Eight Dollars	Sixty-Seven Thousand Two Hundred Dollars
E-5	<b>Mixed Recyclables (Aluminum, Glass, Plastics)</b>	955			
	Cost in Numerals			\$50.00	\$47,750.00
	Cost in Words			Fifty Dollars	Forty-Seven Thousand Seven Hundred Fifty Dollars
E-6	<b>Mixed Paper</b>	170			
	Cost in Numerals			\$50.00	\$8,500.00
	Cost in Words			Fifty Dollars	Eight Thousand Five Hundred Dollars
E-7	<b>Scrap Metals</b>	10			
	Cost in Numerals			\$0.00	\$0.00
	Cost in Words			Zero Dollars	Zero Dollars
E-8	<b>Plastics</b>	1			
	Cost or (credit) in Numerals			(\$500.00)	(\$500.00)
	Cost or (credit) in Words			(Five Hundred Dollars)	(Five Hundred Dollars)
E-9	<b>Aluminum</b>	1			

	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
E-10	<b>Mixed Solid Waste Sorting (sorted for compostable materials)</b>	7,940		
	Cost in Numerals		\$204.00	\$1,619,760.00
	Cost in Words		Two Hundred Four Dollars	One Million Six Hundred Nineteen Thousand Seven Hundred Sixty Dollars
<b>Totals for 2019-2020</b>				
	Total Cost in Numerals			\$2,549,960.00
	Total Cost in Words		Two Million Five Hundred Forty Nine Thousand Nine Hundred Sixty Dollars	

**Summary Service Items**

- Service Item A – Total Cost: \$1,524,340.00  
(One Million Five Hundred Twenty Four Thousand Three Hundred Forty Dollars)
- Service Item B – Total Cost: \$1,606,468.00  
(One Million Six Hundred Six Thousand Four Hundred Sixty Eight Dollars)
- Service Item C – Total Cost: \$1,695,496.00  
(One Million Six Hundred Ninety Five Thousand Four Hundred Ninety Six Dollars)
- Service Item D – Total Cost: \$2,369,780.00  
(Two Million Three Hundred Sixty Nine Thousand Seven Hundred Eighty Dollars)
- Service Item E – Total Cost: \$2,549,960.00  
(Two Million Five Hundred Forty Nine Thousand Nine Hundred Sixty Dollars)

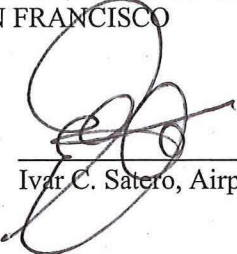

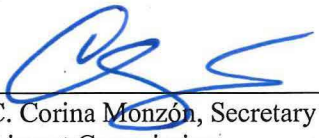

Service Item F – Total Cost                \$ Included

**TOTAL PRICE (Items A through E)    \$ 9,746,044.00**  
**(Nine Million Seven Hundred Forty Six Thousand Forty Four Dollars)**

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

**17. 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
Attest:	Douglas Butler Printed Name President
By:  C. Corina Monzón, Secretary Airport Commission	Title South San Francisco Scavenger Co., Inc. Company Name
Resolution No: 19-0276	0000010706 City Supplier ID
Adopted on: 11/5/2019	500 East Jaime Court Address
Approved as to Form: Dennis J. Herrera City Attorney	South San Francisco, CA 94080 City, State, ZIP 650-589-4020 Ext. 103 Telephone Number
By:  Nicholas T. Niiro Deputy City Attorney	95-2835906 Federal Employer ID Number

ATTACHMENT 3.6  
PERFORMANCE BOND & PAYMENT (LABOR AND MATERIAL) BOND RIDER FORM

RIDER

Attached to and forming part of the Performance and Payment Bonds Number 106313544  
Effective Date: June 9, 2016

On behalf of: South San Francisco Scavenger Co., Inc.

In favor of: City and County of San Francisco /  
San Francisco International Airport Contract No. 50073.76

And in the amount of: \$ 9,800,000.00 (Nine Million Eight Hundred Thousand and no/100 Dollars)

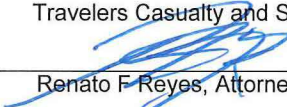
It is understood and agreed that effective November 5, 2019 the  
Bond amount for each bond as it appears on the original bond is being changed:

From: \$ 8,817,488.00 (Eight Million Eight Hundred Seventeen Thousand Four Hundred Eighty Eight and no/100 Dollars)

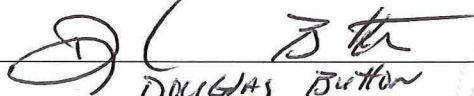
To: \$ 9,800,000.00 (Nine Million Eight Hundred Thousand and no/100 Dollars)

All other conditions and terms remain as originally written.

**Signed, Sealed, and Dated:** November 22, 2019

Travelers Casualty and Surety Company of America  
By:   
Renato F. Reyes, Attorney-In-Fact

The above endorsement is hereby agreed to and accepted: South San Francisco Scavenger Co., Inc.

By:   
Douglas Burton

Approved as to form:  
By:   
Nicholas T. Niiro, Deputy City Attorney

END OF DOCUMENT

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On **NOV 22 2019** before me, Shawn L. Masse, Notary Public  
(insert name and title of the officer)

personally appeared Renato F Reyes,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Shawn L. Masse* (Seal)







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Renato F. Reyes of Walnut Creek California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Señor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

**NOV 22 2019**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.