

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

Modification No. 3

THIS MODIFICATION (this "Modification") is made this 15th day of June 2021, in the City and County of San Francisco, State of 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 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 1, 2016, by Resolution No. 16-0168, the Commission awarded this Agreement to the Contractor for a five-year term, in the amount of \$8,817,488; and
- D. On November 5, 2019, by Resolution No. 19-0276, the Commission approved Modification No. 1 to the Agreement to increase the contract amount by \$982,512 for a new total not-to-exceed amount of \$9,800,000. Modification No. 1 also updated standard contractual clauses; and
- E. On July 1, 2020, due to the impacts of the COVID-19 pandemic on the City and the Airport, the Airport Director requested that all service contractors reduce unit cost prices under their contracts and Contractor agreed to such a reduction in Modification No. 2. Standard contractual language was also updated through Modification No. 2; and
- F. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to exercise the last one (1) year option to extend the Agreement through June 30, 2022, amend Appendix B, South San Francisco Scavenger Company Inc. Bid Form, and update standard contractual language; and
- G. On June 15, 2021, by Resolution No. 21-0142, the Commission approved this Modification to the Agreement to exercise the one (1) year option to extend the Agreement for services through June 30, 2022, with no increase to the total not-to-exceed contract amount; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 49939-15/16 on March 7, 2016; and
- I. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

NOW, THEREFORE, Contractor and City agree as follows:

1. **Article 1. Definitions, Section 1.1 Agreement** is replaced as follows:

1.1 “Agreement” or “Contract Document” means the document dated July 1, 2016, Modification No. 1 dated November 5, 2019, and Modification No. 2 dated July 1, 2020, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

2. **Article 1. Definitions, Section 1.13 Digital Signature** is hereby added to the Agreement to read as follows:

1.13 “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

3. **Article 2. Term of the Agreement, Section 2.1** is hereby amended to exercise the last one-year option to extend the term of the Agreement for a new ending date of June 30, 2022.

4. **Article 11. General Provisions, Section 11.1 Notices to the Parties** is hereby amended to add **Section 11.1.1** to read as follows:

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City’s DocuSign platform, to execute this Agreement and all subsequent modifications.

5. **Article 11. General Provisions, Section 11.16 Quality Standards Program** is hereby deleted in its entirety from the Agreement. This provision was included in the original Agreement in error. The modified provision will read as follows:

11.16 **Quality Standards Program** – Not applicable.

6. **Article 13. Prevailing Wages** is hereby deleted and replaced in its entirety with **New Article 13. Payment of Prevailing Wages** to read as follows:

Article 13. Payment of Prevailing Wages

13.1 **Covered Services, Solid Waste Hauling Services (Administrative Code 21.C.5).** Services to be performed by Contractor under this Agreement involve the performance of trade work covered by the provisions of Section 21C [Miscellaneous Prevailing Wage Requirements] of the Administrative Code (collectively, “Covered Services”). The provisions of Section 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor or its subcontractors. Contractor shall incorporate the requirements of 21C into all subcontracts for performance of Covered Services.

(a) Every contract issued by the City and County of San Francisco for the hauling of solid waste (or grit) generated by the City in the course of City operation must require that any employee engaged in the hauling of solid waste (or grit) shall be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalent thereof, paid in private employment for similar work in the area which the contract is being performed. The term “employee” as used in this section shall mean any individual engaged in the hauling of solid waste (or grit) for a Prime Contractor or Subcontractor. Prime Contractors must require Subcontractors to comply with the prevailing wage rate required in this section. The Board of Supervisors shall determine the Prevailing Wage Rate at least once each year. If a contract for solid waste (or grit) hauling conflicts with an existing Collective Bargaining agreement to which a Contractor is a party, the collective bargaining agreement shall prevail.

(b) **Enforcement.** Where the Contracting Officer or the Labor Standards Enforcement Officer determines that a Contractor or a Subcontractor may have violated the prevailing wage rate requirements of this Section, the Contracting Officer or Labor Standards Enforcement Officer shall send written notice to the Contractor of the possible violation (a "violation notice"). In addition to and without prejudice to any other remedy available, the Contracting Officer may terminate the Contract, in which case the Contractor shall not be entitled to any additional payment thereon unless within thirty (30) days of receipt of the violation notice the Contractor has either (i) cured the violation or (ii) established by documentary evidence, including but not limited to payroll records, the truth and accuracy of which is attested to by affidavit, proof of compliance with the provisions of this Section. For purposes of this Section, where a Contractor or Subcontractor fails to pay at least the Prevailing Rate of Wages to Individuals as required by this Section, the Contractor shall have "cured the violation" once the Contractor or Subcontractor reimburses such Individuals by paying each individual the balance of what he or she should have earned in accordance with the requirements of this Section, plus an annualized rate of interest of ten percent (10%). In addition to, or instead of terminating the Contract, if the Contracting Officer or the Labor Standards Enforcement Officer finds that the Contractor has willfully violated the requirements of this Section, the Contracting Officer or the Labor Standards Enforcement Officer, shall assess a penalty (a "willful violation penalty") of not more than ten (10%) percent of the dollar amount of the Contract, such sums to be deposited in the fund out of which the Contract is awarded or, if none exists, the General Fund. The Contracting Officer or Labor Standards Enforcement Officer may impose such willful violation penalty regardless of whether the Contractor has cured the violation.

7. **Article 15. Data and Security, subsection 15.2.1 Access to City Data** is hereby deleted in its entirety and replaced with **New subsection 15.2.1 Ownership of City Data** to read as follows:

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

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

Service Item H – Solid Waste Management Services for 2021-2022 Contract Year (Year 6):

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 Six (6) for the estimated quantities of waste detailed below:

Item No.	Description	Estimated 2021-2022 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2021-2022 Total Annual Cost or (Credit) Dollars
H-1	Mixed Solid Waste	2,500		
	Cost in Numerals		\$172.90	\$432,250.00
	Cost in Words		One Hundred Seventy-Two Dollars Ninety Cents	Four Hundred Thirty-Two Thousand Two Hundred Fifty Dollars
H-2	Compostable Solid Waste	1,200		



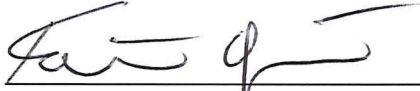
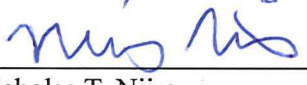
	Cost in Numerals		\$172.90	\$207,480.00
	Cost in Words		One Hundred Seventy-Two Dollars Ninety Cents	Two Hundred Seven Thousand Four Hundred Eighty Dollars
	Source Separated Items (H-3 – H-9)			
H-3	Cardboard	1,000		
	Cost in Numerals		\$70.00	\$ 70,000.00
	Cost in Words		Seventy Dollars	Seventy Thousand Dollars
H-4	Wood	300		
	Cost in Numerals		\$123.00	\$36,900.00
	Cost in Words		One Hundred Twenty-Three Dollars	Thirty-Six Thousand Nine Hundred Dollars
H-5	Mixed Recyclables (Aluminum, Glass, Plastics)	550		
	Cost in Numerals		\$50.00	\$ 27,500.00
	Cost in Words		Fifty Dollars	Twenty-Seven Thousand Five Hundred Dollars
H-6	Mixed Paper	90		
	Cost in Numerals		\$50.00	\$4,500.00
	Cost in Words		Fifty Dollars	Four Thousand Five Hundred Dollars
H-7	Scrap Metals	10		
	Cost in Numerals		\$0.00	\$0.00
	Cost in Words		Zero Dollars	Zero Dollars
H-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
H-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)

	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
H-10	Mixed Solid Waste Sorting (sorted for compostable materials)	2,200		
	Cost in Numerals		\$207.80	\$457,160.00
	Cost in Words		Two Hundred Seven Dollars Eighty Cents	Four Hundred Fifty- Seven Thousand One Hundred Sixty Dollars
Totals for 2021-2022				
	Total Cost in Numerals			\$ 1,233,290.00
	Total Cost in Words		One Million Two Hundred Thirty-Three Thousand Two Hundred Ninety Dollars	

9. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification, except for **Article 11. General Provisions, Section 11.16 Quality Standards Program**, which shall be effective on and after February 1, 2021.

10. **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:	Printed Name <u>Douglas Button</u>
By:  Kantrice Olgetree, Secretary Airport Commission	President Title
Resolution No: <u>21-0142</u>	South San Francisco Scavenger Co., Inc. Company Name
Adopted on: <u>June 15, 2021</u>	0000010706 City Supplier ID
Approved as to Form: Dennis J. Herrera City Attorney	500 East Jaime Court Address
By:  Nicholas T. Niiro Deputy City Attorney	South San Francisco, CA 94080 City, State, ZIP
	650-589-4020 Ext. 103 Telephone Number
	95-2855906 Federal Employer ID Number