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Garry Alley
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Eva Cheong
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Jeff Littlefield
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**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

Modification No. 2

This Modification is made this 20th day of June, 2023, in the City and County of San Francisco, State of California, by and between: **BEUMER Lifecycle Management LLC, 800 Apgar Drive, Somerset, NJ 08873** (the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “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. On February 4, 2020, the Office of Contract Administration approved this Agreement under San Francisco Administrative Code Chapter 21.5(d), Proprietary Article No. 12 for the procurement of repairs for equipment, including service and parts, when repairs must be done by the manufacturer of the system; and
- C. On June 16, 2020, by Resolution No. 20-0111, the Commission awarded this Agreement to the Contractor for a term commencing August 1, 2020, and ending June 30, 2023, and a not-to-exceed amount of \$21,000,000; and
- D. On July 28, 2020, by Resolution No. 356-20, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- E. On May 17, 2023, City and Contractor administratively modified the Agreement through Modification No. 1 to extend the term of the agreement under San Francisco Administrative Code 21.24 to December 31, 2023, add a subcontractor, modify Contractor’s responsibilities related to installed software and hardware, adjust the labor rates effective July 1, 2023 through December 31, 2023, and to update standard contract language; and
- F. City and Contractor desire to modify the Agreement to extend the contract term by one and one half years to a new end date of June 30, 2025, and to increase the not-to-exceed contract amount by \$17,000,000, for a new not-to-exceed contract amount of \$38,000,000; and
- G. On June 20, 2023, by Resolution No. 23-0145, the Commission approved Modification No. 2 exercising the option to extend the Agreement by one and one half years for a new contract end date of June 30, 2025, and increasing the contract amount by \$17,000,000, for a new not-to-exceed contract amount of \$38,000,000; and

H. On _____, by Resolution No. _____, the Board of Supervisors approved Modification No. 2 under San Francisco Charter Section 9.118; and

I. There is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

J. Approval for the Agreement was obtained when the Civil Service Commission approved PSC No. 47310-19/20 on January 6, 2020; and

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

1. Article 1, Definitions, Section 1.1 is replaced in its entirety as follows:

1.1 “Agreement” means the contract document dated June 16, 2020 and Modification No. 1 dated May 17, 2023, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

2. Article 2, Term of the Agreement, Section 2.1 is amended to extend the term of the Agreement for a new ending date of June 30, 2025.

3. Article 3, Financial Matters, Section 3.3.1 Payment is amended to change the not-to-exceed amount of this Agreement from Twenty-One Million Dollars (\$21,000,000) to Thirty-Eight Million Dollars (\$38,000,000).

4. Appendix B, Calculation of Charges, Attachment 1, Staffing Levels and Allocation Plan has been amended as follows to include Airport approval for changes to the Staffing Levels and Allocation Plan, and to establish a new Staffing Level and Allocation Plan effective July 1, 2024:

Attachment 1 - Staffing Level and Allocation Plan

The Staffing Level and Allocation Plan below is the basis for adequate coverage of all shifts with appropriate skills and responsibilities. The shift times and staffing levels may be adjusted by the Contractor to meet operational requirements and resource availability with approval of the Airport. The total hours per classification invoiced each month are subject to the requirements of Section 2 of this Appendix B.

Effective July 1, 2024:

Classification Position #								
	Start/End	Start/End	Start/End	Start/End	Start/End	Start/End	Start/End	Hours
Site Manager	Off	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	Off	40
Admin' Assist''	Off	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	Off	40
CMMS/Spares	Off	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	Off	40
Cntl's Specialist'	Off	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	Off	40
Supervisor #1	0800-1630	0800-1630	0800-1630	0800-1630	0800-	Off	Off	40
Shift 1 Supervisor Total Weekly Hours								40
Supervisor #2	Off	Off	1400-2230	1400-2230	1400-2230	1400-2230	1400-223	
Shift 2 Supervisor Total Weekly Hours								40
Supervisor #3	Off	Off	2200-0630	2200-0630	2200-0630	2200-0630	2200-063	
Shift 3 Supervisor Total Weekly Hours								40
Cntl' Rm' Op' #1	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	Off	Off	
Cntl' Rm' Op' #2	Off	Off	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	
Shift 1 Control Room Operator Total Weekly Hours								80
Cntl' Rm' Op' #3	1400-223	1400-223	off	off	1400-2230	1400-2230	1400-2230	
Shift 2 Control Room Operator Total Weekly Hours								40
Cntl' Rm' Op' #4	2200-0630	2200-0630	2200-0630	2200-0630	2200-0630	Off	Off	
Shift 3 Control Room Operator Total Weekly Hours								40
Sr. Tech' #1	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	Off	Off	
Sr. Tech' #2	Off	Off	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	
Sr. Tech' #3	0600-1430	0600-1430	Off	Off	0600-1430	0600-1430	0600-1430	
Shift 1 Senior Technician Total Weekly Hours								120
Sr. Tech' #4	Off	Off	1400-2230	1400-2230	1400-2230	1400-2230	1400-2230	
Sr. Tech' #5	1400-2230	1400-2230	1400-223	Off	Off	1400-2230	1400-2230	
Sr. Tech' #6	1400-2230	1400-2230	1400-223	1400-223	1400-2230	Off	Off	
Shift 2 Senior Technician Total Weekly Hours								120
Sr. Tech' #7	2200-0630	2200-0630	2200-0630	2200-0630	2200-0630	Off	Off	

Sr. Tech' #8	2200-063	2200-063	2200-0630	2200-0630	Off	Off	2200-0630	
Sr. Tech' #9	2200-0630	2200-0630	Off	Off	2200-0630	2200-0630	2200-0630	
Shift 3 Senior Technician Total Weekly Hours								120
Jr. Tech' #1	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	Off	Off	
Jr. Tech' #2	Off	Off	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	
Shift 1 Junior Technician Total Weekly Hours								80
Jr. Tech' #3	1400-2230	1400-2230	1400-2230	1400-2230	1400-2230			
Jr. Tech' #4	1400-2230	1400-2230	Off	Off	1400-2230	1400-2230	1400-2230	
Shift 2 Junior Technician Total Weekly Hours								80
Jr. Tech' #5	2200-0630	2200-0630	2200-0630	2200-0630	2200-0630	Off	Off	
Jr. Tech' #6	Off	Off	2200-0630	2200-0630	2200-0630	2200-0630	2200-0630	
Shift 3 Junior Technician Total Weekly Hours								80
System Sup' #1	0600-1430	Off	Off	0600-1430	0600-1430	0600-1430	0600-1430	
System Sup' #2	0600-1430	0600-1430	Off	Off	0600-1430	0600-1430	0600-1430	
System Sup' #3	off	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	off	
Shift 1 System Support Total Weekly Hours								120
System Sup' #4	1400-2230	1400-2230	1400-2230	1400-2230	Off	Off	1400-2230	
System Sup' #5	1400-2230	Off	Off	1400-2230	1400-2230	1400-2230	1400-2230	
System Sup' #6	Off	Off	1400-2230	1400-2230	1400-2230	1400-2230	1400-2230	
Shift 2 System Support Total Weekly Hours								120
System Sup' #7	2200-0630	2200-0630	Off	Off	2200-0630	2200-0630	2200-0630	
System Sup' #8	Off	2200-0630	2200-0630	2200-0630	2200-0630	2200-0630	Off	
System Sup' #9	2200-0630	2200-0630	2200-0630	2200-0630	Off	Off	2200-0630	
Shift 3 System Support Total Weekly Hours								120

5. Appendix B, Calculation of Charges, Attachment 2, Labor Rates and Attachment 3, Invoice Pricing Details are amended to incorporate the following labor rates and invoice pricing for the period January 1, 2024 through June 30, 2025. The staffing levels and allocation plan is effective July 1, 2024.

Effective January 1, 2024 through June 30, 2024				
Classification	Shift	Hourly Wage	Burden	Hourly Rate (Wage + Burden)
Site Manager	1	\$68.95	\$48.27	\$117.22
Controls Specialist	1	\$65.67	\$45.97	\$111.63
CMSS and Spares	1	\$37.85	\$26.50	\$64.35
Administrative Assistant	1	\$32.45	\$22.71	\$55.16
Supervisor	1	\$65.67	\$45.97	\$111.63
Supervisor	2	\$68.23	\$47.76	\$115.99
Supervisor	3	\$71.18	\$49.83	\$121.01
Control Room Operator	1	\$36.23	\$25.36	\$61.58
Control Room Operator	2	\$37.64	\$26.35	\$63.98
Control Room Operator	3	\$39.27	\$27.49	\$66.76
Senior Technician	1	\$88.13	\$17.63	\$105.76
Senior Technician	2	\$91.74	\$18.35	\$110.09
Senior Technician	3	\$95.01	\$19.00	\$114.01
Junior Technician	1	\$74.14	\$14.83	\$88.97
Junior Technician	2	\$77.38	\$15.48	\$92.86
Junior Technician	3	\$78.69	\$15.74	\$94.43
System Support	1	\$64.81	\$12.96	\$77.77
System Support	2	\$67.81	\$13.56	\$81.37
System Support	3	\$67.81	\$13.56	\$81.37

Effective July 1, 2024 through June 30, 2025				
Classification	Shift	Hourly Wage	Burden	Hourly Rate (Wage + Burden)
Site Manager	1	\$71.02	\$49.72	\$120.74
Controls Specialist	1	\$67.64	\$47.35	\$114.98
CMSS and Spares	1	\$38.99	\$27.29	\$66.28
Administrative Assistant	1	\$33.42	\$23.39	\$56.81
Supervisor	1	\$67.64	\$45.97	\$113.60
Supervisor	2	\$70.27	\$49.19	\$119.47
Supervisor	3	\$73.32	\$51.32	\$124.64
Control Room Operator	1	\$37.31	\$26.12	\$63.43
Control Room Operator	2	\$38.77	\$27.14	\$65.90
Control Room Operator	3	\$40.45	\$28.31	\$68.76
Senior Technician	1	\$92.39	\$20.33	\$112.72
Senior Technician	2	\$96.00	\$21.12	\$117.12
Senior Technician	3	\$99.27	\$21.84	\$121.11
Junior Technician	1	\$77.40	\$17.03	\$94.43
Junior Technician	2	\$80.65	\$17.74	\$98.39
Junior Technician	3	\$81.95	\$18.03	\$99.98
System Support	1	\$67.41	\$14.83	\$82.24

System Support	2	\$70.41	\$15.49	\$85.90
System Support	3	\$70.41	\$15.49	\$85.90

January 1, 2024 through June 30, 2024				
			Annual Total	Monthly Total
LABOR				
Wages and Benefits	Basic Labor		\$3,014,130	\$502,355
Adjustments for hours not worked	Deduction \$			Actual monthly
Wages and Benefits – Adjusted				Actual monthly
SFO Requested Overtime				Actual monthly
Labor Overhead 2% of Wages and Benefits – Adjusted				Actual monthly
Total Monthly Cost for Labor				Actual monthly
Service Fee – 10% of Total Monthly Cost for Labor				Actual monthly
NON - LABOR				
Site Overhead			\$48,000	\$8,000
Parts, Materials, Software Licenses and Support Fees				Actual monthly
Beumer Help Desk Fee			\$45,501	\$7,584
As Needed Services	Per Task Order			Actual monthly
Travel Expenses				Actual monthly
Deductions for Performance Non-Compliance	Deduction \$			Actual monthly
Total Monthly Invoice Value				Actual monthly

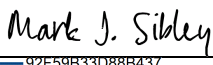
July 1, 2024 through June 30, 2025				
			Annual Total	Monthly Total
LABOR				

Wages and Benefits	Basic Labor	\$7,027,495	\$585,625
Adjustments for hours not worked	Deduction \$		Actual monthly
Wages and Benefits – Adjusted			Actual monthly
SFO Requested Overtime			Actual monthly
Labor Overhead 2% of Wages and Benefits – Adjusted			Actual monthly
Total Monthly Cost for Labor			Actual monthly
Service Fee – 10% of Total Monthly Cost for Labor			Actual monthly
NON - LABOR			
Site Overhead		\$99,839	\$8,320
Parts, Materials, Software Licenses and Support Fees			Actual monthly
Beumer Help Desk Fee		\$45,501	\$7,584
As Needed Services	Per Task Order		Actual monthly
Travel Expenses			Actual monthly
Deductions for Performance Non-Compliance	Deduction \$		Actual monthly
Total Monthly Invoice Value			Actual monthly

6. Effective Date. Each of the changes set forth in this Modification shall be effective as of the date of this Modification.

7. 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, the parties hereto have executed this Agreement on the day first mentioned above.

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By: _____ Ivar C. Satero, Airport Director</p> <p>Attest:</p> <p>By _____ Kantrice Ogletree, Secretary Airport Commission</p> <p>Resolution No: <u>23-0145</u></p> <p>Adopted on: <u>June 20, 2023</u></p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By _____ Sallie Gibson Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>DocuSigned by:  92F59B33D88B437... Authorized Signature</p> <p><u>Mark J. Sibley</u> Printed Name</p> <p><u>President</u> Title</p> <p><u>BEUMER Lifecycle Management, LLC</u> Company Name</p> <p><u>0000040977</u> City Supplier Number</p> <p><u>800 Apgar Drive</u> Address</p> <p><u>Somerset, NJ 08873</u> City, State, ZIP</p> <p><u>732-893-2800</u> Telephone Number</p> <p><u>82-3745033</u> Federal Employer ID Number</p>
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