

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

**Modification No. 9**

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

THIS MODIFICATION (this "Modification") is made effective as of June 17, 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 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 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
- D. 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
- E. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and update the overhead rates and billing rates through Modification No. 2; and
- F. 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
- G. 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
- H. On September 1, 2017, City and Contractor administratively modified the Agreement to update the overhead rates, billing rates, and to incorporate a new sub-consultant through Modification No. 5; and
- I. 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
- J. 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

K. On September 1, 2018, City and Contractor administratively modified the Agreement to update the billing rates through Modification No. 7; and

L. On March 20, 2019, City and Contractor administratively modified the Agreement to update a sub-consultant's firm name through Modification No. 8; and

M. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to incorporate a new sub-consultant and update the overhead rates and billing rates; and

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

O. Any prior modification shall here and in the future be identified as a Modification and numbered accordingly—for example, "First Amendment," "First Modification," or "Amendment No. 1" shall be identified as Modification No. 1; and

P. The Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

Q. 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. 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,
Modification No. 7,	dated September 1, 2018, and
Modification No. 8,	dated March 20, 2019.

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

**c. Confidential Information.** "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

2. **New Section 14.3 Withholding** is hereby added to the Agreement to read as follows:

**14.3 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.

3. **New Section 23.1 Consideration of Salary History** is hereby added to the Agreement to read as follows:

**23.1 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.

4. **Section 43. Requiring Minimum Compensation Ordinance for Covered Employees** is hereby deleted in its entirety and replaced with **New Section 43. Minimum Compensation Ordinance** as follows:

**43. 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.

5. **Section 44. Requiring Health Benefits for Covered Employees** is hereby deleted in its entirety and replaced with **New Section 44. Health Care Accountability Ordinance** as follows:

**44. 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.

6. **Section 58. Sugar-Sweetened Beverage Prohibition** is hereby deleted in its entirety and replaced with **New Section 58. Distribution of Beverages and Water** as follows:

**58. Distribution of Beverages and Water.**

**58.1 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.

**58.2 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. **New Section 61.1 Order of Precedence** is hereby added to the Agreement to read as follows:

**61.1 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 29, 2015. 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.

8. **New Section 61.2 Notification of Legal Requests** is hereby added to the Agreement to read as follows:

**61.2. 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.

9. **Section 65.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities** is hereby deleted in its entirety and replaced as follows:

**65.7 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:

- 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 Ch. 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;
- 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 FR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 USC §1681 *et seq.*).

**10. Section 68. Airport Commission Rules and Regulations** is hereby deleted in its entirety and replaced as follows:

**68. Requirements For Airport Contracts.**

**Section 68.1. 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>.

**Section 68.2. 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.

**Section 68.3. 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.

**11. New Section 71. Management of City Data and Confidential Information** is hereby added to the Agreement to read as follows:

**71. Management of City Data and Confidential Information.**

**71.1 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.

**71.2 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.

**71.3 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.

**12. Appendix B – Calculation of Charges** is hereby amended as follows:

**a. Paragraph 4.1** is hereby deleted in its entirety and replaced with the following:

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

<b>FIRM NAME</b>	<b>OVERHEAD RATE</b>
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%
PMCM2	132.00%
RES Engineers, Inc.	166.00%
Saylor Consulting	125.97%

b. Paragraph 6, Billing Rates, is hereby deleted in its entirety and replaced with the following:

**6. Billing Rates**

The approved fully burdened (overhead and Fee included) maximum Billing Rates are as follows:

<b>CLASSIFICATION</b>	<b>BILLING RATE</b>
Admin. Assistant I	\$88.72
Admin. Assistant II	\$118.29
Admin. Assistant/Clerk	\$58.58
Administrative 1	\$77.58
Administrative 2	\$70.53
Administrator	\$89.17
Analyst	\$95.94
Apprentice	\$90.00
BIM Modeler	\$203.82
Business Process Analyst	\$219.69
CAD Designer	\$88.01
CAD Manager	\$140.13
CAD Operator	\$80.10 - \$114.65
CAD Support	\$103.50
Chief Estimator	\$190.48
Construction Inspector	\$132.02
Construction Manager	\$154.37 - \$161.37
Cost Engineer	\$88.01
Design Manager	\$203.82
Design/Technical Manager	\$169.41
Document Control Clerk	\$67.37
Document Control Manager	\$118.42
Document Control Spec. I	\$88.72
Document Control Spec. II	\$118.29
Document Control Technician	\$90.22
Engineer	\$93.89
Estimates Coordinator	\$68.02

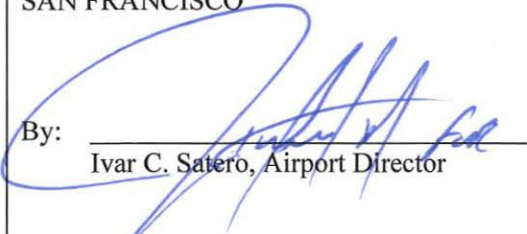


Estimator	\$83.48 - \$165.60
Estimator 1/I	\$84.87 - \$133.08
Estimator 2/II	\$142.22 - \$162.65
Estimator 3/III	\$192.22
Field Engineer I	\$118.29
Field Engineer II	\$147.86
Field Engineer III	\$177.44
Field Inspector	\$120.29
Inspector	\$133.08
Inspector 1	\$179.85
Inspector 2	\$132.31
Intern	\$68.79
IT Designer	\$129.83
Journeyman	\$135.00
MEP Engineer	\$211.59
MEP Project Engineer	\$156.73
Misc. Support 1	\$88.01
Misc. Support 2	\$102.68
Office Engineer I	\$133.08
Office Engineer II	\$162.65
Office Engineer III	\$192.22
Operations Analyst	\$190.71
Permit Coordinator	\$140.59
Principal	\$242.04
Principal Estimator	\$191.71
Project Controls Engineer I	\$133.08
Project Controls Engineer II	\$162.65
Project Controls Engineer III	\$192.22
Project Controls Manager	\$162.65 - \$204.20
Project Controls Manager I	\$133.08
Project Controls Manager II	\$162.65
Project Controls Manager III	\$192.22
Project Engineer	\$114.65
Project Manager	\$140.00 - \$264.05
QA/QC Manager	\$134.45
Report Writer	\$135.84
Scheduler	\$143.10 - \$173.25
Scheduler I	\$133.08
Scheduler II	\$162.65
Scheduler III	\$192.22
Senior Engineer	\$135.84 - \$234.08



Senior Special Inspector (Double Time)	\$263.40
Senior Special Inspector (Overtime & Weekends)	\$197.59
Senior Special Inspector (Regular Time)	\$131.73
Senior Special Inspector (Swing Shift)	\$148.20
Special Inspector (Double Time)	\$251.75
Special Inspector (Overtime & Weekends)	\$188.81
Special Inspector (Regular Time)	\$125.88
Special Inspector (Swing Shift)	\$141.62
Sr. Business Analyst	\$211.59
Sr. Designer	\$133.99
Sr. Electrical Estimator	\$183.17
Sr. Estimator	\$182.40 - \$221.79
Sr. Field Engineer	\$207.01
Sr. IT Systems Analyst	\$190.71
Sr. Mechanical Estimator	\$194.62
Sr. Network Designer	\$162.25
Sr. Project Controls Manager	\$221.79
Sr. Project Engineer	\$140.13
Sr. Scheduler	\$221.79
Sr. Systems Designer	\$183.37
Sr. Systems Engineer	\$169.26
Stakeholder Manager	\$228.85
Structural Estimator	\$163.24
Subject Matter Expert	\$216.20 - \$277.38
System Eng./MIS/IT/Controls	\$219.69
Systems Designer	\$110.75

**13. 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:  Daniel A. Edington Deputy City Attorney	City Supplier ID: 0000020321  Federal Employer ID Number: 20-0568153