

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

First Modification

**Contract 10511.41
Program Management Support Services for
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made as of February 2, 2016, 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 or the Commission's designated agent, hereinafter referred to as "**Commission**."

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On September 1, 2015, by Resolution No. 15-0170, the Commission awarded Phase I of this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to amend Section 4 and Section 5 of the Terms and Conditions, and amend Appendix A to include Phase II of the Perimeter Intrusion Detection System (PIDS) project; and
- D. On February 2, 2016, by Resolution No. 16-0045, the Commission authorized the Contractor to proceed with Phase II of the PIDS project; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; and
- F. The Parties wish to modify the Agreement's provisions pertaining to the services Contractor agrees to perform; and
- G. Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

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

1. **Definitions.** The following definitions shall apply to this Modification:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated September 1, 2015 between Contractor and City.
 - b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.
2. **Paragraph G** is hereby deleted in its entirety and paragraph H will become paragraph G.

3. **Section 4. Services Contractor Agrees to Perform** is hereby amended and replaced with the following:

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be Provided by Contractor," attached hereto and incorporated by reference as though fully set forth in this Agreement. If Appendix A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

4. **Section 5. Compensation** is hereby amended and replaced with the following:

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Million Six Hundred Seventy-One Thousand Dollars (\$2,671,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth in this Agreement. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Airport Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

5. **New Section 58. Graffiti Removal** is hereby replaced in its entirety with a **New Section 58. Sugar-Sweetened Beverage Prohibition** to read as follows:

58. **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will 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.

6. **Appendix A, Services Contractor Agrees to Perform, 3. Perimeter Intrusion Detection System (PIDS),** is hereby amended and replaced with the following:

3. **Perimeter Intrusion Detection System (PIDS).** This project would enhance security operations along the perimeter of the Airport facility and associated critical infrastructure. This project would also construct new and/or replace existing ductbank infrastructure campus-wide to support the requirements of the various security systems. In some instances, the project may also remove existing, abandoned cables to create new pathways for connectivity.

As such, services described in this Appendix A for the PIDS Project are divided into two Phases:

- Phase I includes Task I – Field Surveys.
- Phase II includes Task II – Master Security Infrastructure Test Plan (MTP); Task III – Overall Program-Level Management Services; and Task IV – Project-Level Management Support Services

The PIDS Project Phases I and II services are authorized and may proceed in accordance with this Agreement.

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

8. 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 AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO By:  John L. Martin, Airport Director	CONTRACTOR  Authorized Signature Wendy Wilke Managing Principal Faith Group, LLC 930 N. McKnight Road <i>3101 S. Hanley Rd</i> St. Louis, MO 63132 <i>63143</i> Telephone Number: 314-991-2228
Attest: By  Jean Caramatti, Secretary Airport Commission Resolution No: 16-0045 Adopted on: February 2, 2016	 95158 City Vendor Number 20-0568153 Federal Employer ID Number
Approved as to Form: Dennis J. Herrera City Attorney By  Randy Parent Deputy City Attorney	