

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

Sixth Modification

THIS MODIFICATION (this "Modification") is made as of May 17, 2016, in San Francisco, California, by and between **Polaris Research and Development, Inc.** ("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

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution No. 11-0136 on June 7, 2011, which authorized the award of said Agreement for a total not-to-exceed amount of \$5,150,000 (July 1, 2011 through June 30, 2014); and

WHEREAS, the Commission approved Modification No. 1 pursuant to Resolution No. 12-0269 on December 18, 2012 to increase the compensation by \$135,000 for a new total not-to-exceed amount of \$5,285,000; and

WHEREAS, the Commission approved Modification No. 2 pursuant to Resolution No. 13-0034 on February 12, 2013 to increase the compensation by \$133,544 for a new total not-to-exceed amount of \$5,418,544; and

WHEREAS, an administrative Modification No. 3 was approved February 21, 2014, for an annual rate adjustment to compensate for increases in salaries, benefits, and other costs; and

WHEREAS, the Commission approved Modification No. 4 pursuant to Resolution No. 14-0050 on March 18, 2014 to increase the compensation by \$2,099,535 to correct a mathematical error which occurred between Modifications 3 and 4 for a new total not-to-exceed amount of \$7,518,079; and

WHEREAS, the Commission approved Modification No. 5 pursuant to Resolution No. 15-0053 on March 3, 2015 to increase the compensation by \$2,079,123 for a new total not-to-exceed amount of \$9,597,202; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term to provide continuity of service until a successor contract is awarded; and

WHEREAS, the Board of Supervisors by its Resolution No. _____, adopted _____, approved the contracting-out of the services, concurring with the Controller's certification that the information booth services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels; and

WHEREAS, on May 17, 2016, by Resolution No. 16-0162, the Commission approved this Modification No. 6 to extend the term by six months for the period July 1, 2016, through December 31, 2016, in the amount of \$1,198,072 for a new total contract amount not to exceed \$10,795,274; and

WHEREAS, on _____, by Resolution No. _____, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; 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 June 30, 2011, between Contractor and City, as amended by the:

First Modification,	dated December 31, 2012,
Second Modification,	dated February 28, 2013,
Third Modification,	dated February 21, 2014,
Fourth Modification,	dated March 18, 2014, and
Fifth Modification,	dated March 3, 2015.

b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

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

2. Section 2. Term of the Agreement is hereby amended to extend the term of the contract for six months for a new ending date of December 31, 2016.

3. Section 5. Compensation is hereby amended to increase the total compensation payable by an amount not to exceed \$1,198,072 for a new total not to exceed amount of \$10,795,274.

4. 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.

5. Appendix B-3. Appendix B-3 in the Agreement is now replaced with Appendix B-4, Fiscal Year 2016-2017.

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

Attest:


By _____
Jean Caramatti, Secretary
Airport Commission

Resolution No: 16-0162

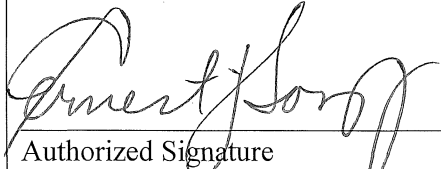
Adopted on: May 17, 2016

Approved as to Form:

Dennis J. Herrera
City Attorney

By  _____
Stacey Lucas
Deputy City Attorney

CONTRACTOR

 _____
Authorized Signature

Ernest J. Fazio, Jr.
Printed Name

President
Title

Polaris Research & Development, Inc.
Company Name

14737-01
City Vendor Number

390 4th Street, Suite D
Address

San Francisco, CA 94907
City, State, ZIP

415-777-3229
Telephone Number

94-3229779
Federal Employer ID Number

Appendix B-4
Fiscal Year 2016-2017

Fiscal Year 2016-2017
INFORMATION BOOTH PROGRAM SIX-MONTH COST PROPOSAL

Contract extension: July 1, 2016 through December 31, 2016

Booth Staff

DIRECT LABOR COSTS	NO.	HOURS/	TOTAL	HOURLY	COST/	
	POSITIONS	POSITION	HOURS	RATE	POSITION	TOTAL COST
<u>PERSONNEL SALARIES</u>						
Lead Supervisor	1	880	880	\$45.61	\$40,138	\$40,138
Office Coordinator	1	720	720	\$33.76	\$24,309	\$24,309
Volunteer Program Coordinator	2	520	1040	\$37.85	\$19,683	\$39,367
Volunteer Training Coordinator	1	390	390	\$37.85	\$14,762	\$14,762
Senior Supervisor	1	1040	1040	\$19.52	\$20,302	\$20,302
Supervisor 2	5	1040	5200	\$18.37	\$19,109	\$95,547
Starting Supervisor	0	1040	0	\$17.83	\$18,547	\$0
Senior Info Reps.	11	1040	11440	\$17.75	\$18,457	\$203,023
Intermediate Info Reps	3	1040	3120	\$17.03	\$17,714	\$53,142
Office Assistant	1	520	520	\$18.01	\$9,363	\$9,363
Junior Info Reps	3	1040	3120	\$16.57	\$17,230	\$51,690
Starting Info Reps	3	1040	3120	\$13.99	\$14,551	\$43,654
Bookkeeper Ticket Sales	1.25	1040	1300	\$18.75	\$19,500	\$24,375
SUBTOTAL	33.25					\$619,671
FTEs	30.7					
<u>PAYROLL TAXES / FRINGE BENEFITS</u>						
FICA					8.03%	\$49,775
FUTA (2.1% of first \$7,000)						\$500
SUI (6.2% of first \$7,000)						\$800
Health, Disability, & Life Insurance					18.00%	\$111,541
Compensated Leave					14.70%	\$91,092
Pension					7.35%	\$45,546
SUBTOTAL						\$299,253
<u>OTHER DIRECT COSTS</u>						
Flight Information Services (ITS)						\$0
Communications						\$3,750
Office/booth supplies - (DBE)						\$6,000
Uniforms						\$9,000
POS System maintenance support @ 300/station/yr x5 current stations						\$750
POS Webportal Maintenance @ \$840/station/yr x 5current stations						\$2,055
Technical support consultant (for POS systems since ITT cannot provide support) @\$250/mo						\$1,500
ADM Uniforms						\$1,000
Printing						\$1,500
OAG Subscription						\$553
Traveler Support for ADM's						\$3,000
Monthly payment to Traveler's Aid (\$50)						\$300
Dry Cleaning - (DBE)						\$1,000
Employee Commute Survey						\$0
Training Support - (DBE)						\$1,250
Fringe Reimbursement						\$75,000
Contingency for supplies and services as needed						\$15,000
SUBTOTAL						\$121,658
TOTAL						\$1,040,582
MANAGEMENT FEE						\$157,490
<u>SIX-MONTH BUDGET FOR INFORMATION BOOTHS</u>						<u>\$1,198,072</u>

Appendix B-4
Fiscal Year 2016-2017

**Fiscal Year 2016-2017
INFORMATION BOOTH PROGRAM SIX-MONTH COST PROPOSAL**

Contract extension: July 1, 2016 through December 31, 2016

Management Fee

	NO. POSITIONS	HOURS	HOURLY RATE	COST/ POSITION	TOTAL COST
MANAGEMENT STAFF SALARIES					
<u>ON SITE MANAGEMENT STAFF</u>					
Program Supervisor	1	555	\$55.35	\$30,719	\$30,719
Accountant - Payroll	1	763	\$36.90	\$28,136	\$28,136
SUBTOTAL	2				\$58,856
FTEs	1.3				
 <u>FRINGE BENEFITS</u>					
FICA (Payroll + Compensated Leave)				8.03%	\$5,626
FUTA (2.1% of first \$7,000)					\$0
SUI (6.2% of first \$7,000)					\$0
Health, Disability & Life Insurance				14.00%	\$8,240
Compensated Leave				19.00%	\$11,183
Pension (Direct Payroll + Compensated Leave)				8.30%	\$5,813
SUBTOTAL					\$30,861
 <u>PREMIUMS</u>					
Worker's Compensation Insurance (Lead Sup., Office Coord., Accountant)				1.10%	\$848
Worker's Compensation Insurance (Program Supervisor and Booth Staff)				1.20%	\$5,500
Commercial and General Liability Insurance					\$3,800
SUBTOTAL					\$10,148
 MANAGEMENT COST					 \$99,865
OVERHEAD AND PROFIT					\$57,626
 <u>TOTAL ANNUAL MANAGEMENT FEE*</u>					 <u>\$157,490</u>
Total Monthly Management Fee					\$26,248

* Management Fee not to exceed 20% of Budget.

Appendix B-4
Fiscal Year 2016-2017

**Fiscal Year 2016-2017
INFORMATION BOOTH PROGRAM CONTRACT HOURLY SALARY RANGES**

Contract extension: July 1, 2016 through December 31, 2016

<u>Position</u>	<u>Rate</u>	<u>Basis</u>	<u>OT Status</u>
Program Supervisor	\$55.35	Hour	Exempt
Accountant - Payroll	\$36.90	Hour	Exempt
Lead Supervisor	\$45.61	Hour	Exempt
Volunteer Program Coordinator	\$37.85	Hour	Exempt
Volunteer Training Coordinator	\$37.85	Hour	Exempt
Office Coordinator	\$33.76	Hour	Exempt
Senior Supervisor	\$19.52	Hour	OT
Supervisor 2	\$18.37	Hour	OT
Starting Supervisor	\$17.83	Hour	OT
Bookkeeper Ticket Sales	\$18.75	Hour	OT
Office Assistant	\$18.01	Hour	Exempt
Senior Information Representative	\$17.75	Hour	OT
Intermediate Information Representative	\$17.03	Hour	OT
Junior Information Representative	\$16.57	Hour	OT
Starting Information Representative	\$13.99	Hour	OT
Senior On-Call Information Representation	\$14.85	Hour	OT
On-Call Information Representative	\$13.99	Hour	OT (No Fringe Benefits)