

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

Agreement between the City and County of San Francisco and

Faith Group, LLC

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

This Agreement is made this 1st day of September, 2015, in the City and County of San Francisco, State of California, by and between: Faith Group, LLC, 930 N. McKnight Road, St. Louis, MO 63132 (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. The Commission is proceeding with the planning for the Airport Security Infrastructure Program at the San Francisco International Airport (the "Airport" or "SFO") and requires the assistance of an experienced consultant to assist in all phases of program planning and development; and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On March 19, 2015, the Commission issued a Request for Proposals ("RFP") and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and
- D. On September 1, 2015, by Resolution No. 15-0170, the Commission awarded Phase I of this Agreement to the Contractor; 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. This Agreement includes services relating to three projects: 1) Access Control System Improvements Project, 2) Internet Protocol Camera Coverage Project, and 3) the potential Perimeter Intrusion Detection System (PIDS) Project. Contractor's services will be divided into two phases for the PIDS project: Phase I -- the Telecommunication Duct Bank Survey and Phase II -- all Program-level management services and Project Management Services for PIDS; and
- G. The PIDS Project Phase II work will not proceed unless and until any required environmental review for the PIDS Project is completed, the Airport Commission determines to proceed with the PIDS Project by Resolution, and the Airport Commission authorizes the Phase II work to proceed through a modification to this Agreement and certification as to the availability of additional funds by the City Controller for the Phase II compensation; and

H. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be twelve (12) months, beginning with the first working day following contract certification.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

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. Phase II work for the PIDS Project will not and may not proceed unless and until any environmental review for the PIDS Project that may be required is completed. Contractor may proceed with Phase II services for the PIDS Project as described in Appendix A only upon express approval by the Airport Commission, as a modification to this Agreement, and certification as to the availability of funds by the City Controller for the Phase II compensation. The Commission retains full discretion to examine alternatives to the PIDS Project, adopt mitigation measures, modify the Project or decide not to proceed with the Project. If the Commission decides not to proceed with the PIDS Project, the Phase II work would not be authorized and would not proceed. By entering into this Agreement with the City, Contractor acknowledges and agrees that the City is not committing to proceed with the PIDS Project and cannot guarantee that any work under Phase II will be available for Contractor to perform.

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)**. Contractor acknowledges and agrees that the Controller will certify initial funds for Phase I in an amount not to exceed One Million Four Hundred Eighty Nine Thousand (\$1,489,000), for services relating to the Access Control System Improvements Project; the Internet Protocol Camera Coverage Project, and Phase I of the potential PIDS project. 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.

6. Guaranteed Maximum Costs. The City's obligation under this Agreement shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §§6.80-6.83, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim shall be liable to the City for the statutory penalties set forth in those sections. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance. NOT APPLICABLE

10. Taxes

10.1 Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

10.2 Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

10.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

10.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

10.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

10.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, and must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

14.1 Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or

employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

14.2 Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance

15.1 Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor, or each of Contractor's Joint Venture Partners, must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

15.1.1 Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

15.1.2 Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

15.1.3 Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

15.1.4 Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. If the Contractor is a Joint Venture, each member of the Joint Venture must maintain individual Professional Liability insurance and each policy must include 'Joint Venture' coverage but only for the liability arising out of the professional services performed by the Joint Venture member. The Contractor may be asked to provide all applicable policies for verification of coverage.

15.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

15.2.1 Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees. If the Contractor is a Joint Venture, each Joint Venture Partner's policies must be endorsed to include each other Joint Venture partner AND the Joint Venture as additional insureds.

15.2.2 That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

15.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

15.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

15.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

15.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

15.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor or any Joint Venture Partner, their employees, agents and subcontractors.

15.8 If Contractor or any Joint Venture Partner will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages. NOT APPLICABLE

20. Default; Remedies

20.1 Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

20.1.1 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8. Submitting False Claims; Monetary Penalties.

37. Drug-Free Workplace Policy

- | | |
|---|---------------------------------------|
| 10. Taxes | 53. Compliance with Laws |
| 15. Insurance | 55. Supervision of Minors |
| 24. Proprietary or Confidential Information of City | 57. Protection of Private Information |
| 30. Assignment | |

20.1.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice of an Event of Default from City to Contractor.

20.1.3 Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

20.1.4 A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

20.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

20.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

21.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

21.2 Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

21.2.1 Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

21.2.2 Not placing any further orders or subcontracts for materials, services, equipment or other items.

21.2.3 Terminating all existing orders and subcontracts.

21.2.4 At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

21.2.5 Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

21.2.6 Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

21.2.7 Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

21.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

21.3.1 The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

21.3.2 A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

21.3.3 The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

21.3.4 A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

21.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (21.3). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudice interest, or any other expense which is not reasonable or authorized under such subsection (21.3).

21.5 In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (21.4); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

21.6 City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting False Claims | 24. Proprietary or Confidential Information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not Imply Acceptance of Work | 28. Audit and Inspection of Records |
| 13. Responsibility for Equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of Private Information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance or contemplation of the work or services under this Agreement, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same

standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Ryan Kuss, Airport Project Manager
Design & Construction
San Francisco International Airport
P. O. Box 8097
San Francisco, California 94128
Email: ryan.kuss@flysfo.com
FAX: 650-821-7799

To Contractor: Wendy Wilke
Principal
Faith Group, LLC
930 N. McKnight
St. Louis, MO 63132
Email: wendy@faithgroupllc.com
FAX: 314-991-2268

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a

period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Consideration of Criminal History in Hiring and Employment Decisions.

32.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

32.2 The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

32.2.1 Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

32.3 Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

32.4 Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or

employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

32.5 Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

32.6 Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

32.7 Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

32.8 Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Local Business Enterprise Utilization; Liquidated Damages

33.1 The LBE Ordinance. Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

33.2 Compliance and Enforcement

33.2.1 Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division ("CMD") or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

33.2.2 Subcontracting Requirement Goals. The LBE subcontracting participation goal for this contract is **eighteen percent (18%)**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal, as amended through negotiation of the scope of work for this Agreement. Each invoice submitted to City for payment under this Agreement shall also be uploaded to the City's LBEUTS. Contractor is also required to enter subcontractor payment information and payment confirmation information into LBEUTS for each payment request. Failure to provide the required information for each invoice or payment request shall entitle City to withhold 20% of the amount of that invoice until the information is entered and the invoice uploaded into LBEUTS by Contractor. For more information regarding LBEUTS and training sessions, please go to <http://www.sfgov.org/LBEUTS>. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

33.2.3 Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to a) log into LBEUTS and confirm receipt of each payment from Contractor, b) maintain records necessary for monitoring each subcontractor's compliance with the LBE Ordinance for a period of three years following termination of this contract, and c) make such records available for audit and inspection by the Director of CMD or the Controller upon request.

33.2.4 Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten (10) working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment

requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten (10) working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

33.3 LBEUTS. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of payment information into the Local Business Enterprise Utilization Tracking System (LBEUTS), a secure web-based tracking system. CMD will use the submitted information to monitor compliance with the 14B LBE Ordinance. If Contractor fails to upload the invoice or enter required information into LBEUTS and such failure is not explained to CMD's satisfaction, Controller may withhold 20% of the payment due pursuant to the invoice until Contractor enters the information into LBEUTS.

34. Nondiscrimination; Penalties

34.1 Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

34.2 Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

34.3 Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

34.4 Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

34.5 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and

made a part of this Agreement as though fully set forth in this Agreement. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated in this Agreement by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by

all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

43.1 Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated in this Agreement by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

43.2 The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

43.3 Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within ninety (90) days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

43.4 Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

43.5 The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

43.6 Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

43.7 Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

43.8 Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

43.9 If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees.

44.1 Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth in this Agreement. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

44.2 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.

44.3 Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

44.4 Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

44.5 Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

44.6 Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

44.7 Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

44.8 Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

44.9 Contractor shall keep itself informed of the current requirements of the HCAO.

44.10 Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

44.11 Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten (10) business days to respond.

44.12 Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

44.13 City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

44.14 If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program. This Section incorporates the requirements of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 (entitled "First Source Hiring Program"). Contractor agrees to participate and comply with the provisions of the First Source Hiring Program. As part of the Contractor's Agreement with the City, the Contractor shall incorporate provisions of the First Source Hiring Program into any Joint Venture Partnership and shall require subcontractors to do the same. The Mayor's Office of Economic and Workforce Development is the Contractor's main contact for the First Source Hiring Program. For more information regarding First Source Hiring Program, please go to: <http://www.workforcedevelopmentsf.org/>.

45.1 Definitions. The provisions of Chapter 83 of the San Francisco Administrative Code apply to this Agreement. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided in this Agreement. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

45.1.1 **Entry Level Position:** Any non-managerial position that requires either: (a) no education above a high school diploma or certified equivalency; or (b) less than two years training or specific preparation; and (c) shall include temporary positions and paid internships.

45.1.2 **Trainee:** A economically disadvantaged worker identified by the First Source Hiring Program as having the appropriate training, employment background and skill set for an available Entry Level Position specified by the Contractor.

45.2 First Source Hiring Goals.

45.2.1 Over the life of the Agreement, the Contractor shall make good faith efforts to hire a minimum number of Trainees referred by the First Source Hiring Program to fulfill available Entry Level Positions based on the Contractor Fee Schedule below:

| Contractor Fee Schedule | Minimum Number of Trainees to be Hired (over the life of the contract) |
|---|--|
| \$0 – \$499,999 | 0 |
| \$500,000 – \$899,999 | 1 |
| \$900,000 – \$1,999,999 | 2 |
| \$2,000,000 – \$4,999,999 | 3 |
| \$5,000,000 – \$7,999,999 | 4 |
| \$8,000,000 – \$10,999,999 | 5 |
| \$11,000,000 – \$13,999,999 | 6 |
| (> = \$14M, for each additional \$3 million in Contractor fees, add one additional Trainee) | |

45.2.2 Contractor may decline to hire a Trainee if the Contractor considers the Trainee in good faith and deems the Trainee is not qualified. The final decision to hire a Trainee shall be made by the Contractor.

45.2.3 The Contractor shall hire the Trainee on a full-time basis for at least 12 months or on part-time basis for 24 months.

45.2.4 Trainees must be obtained through the First Source Hiring Program and the Contractor must consider all Trainees fairly and equally and comply with the non-discrimination provisions pursuant to local, state and federal laws. No existing employee may count toward the total number of Trainees hired.

45.3 Procedures.

45.3.1 Within 30 days of award of contract, the Contractor will email the First Source Hiring Administrator and schedule to meet with staff from the First Source Hiring Program. At the meeting, the Contractor will provide information on Entry Level Positions, number of Trainees to be hired, job description, start date and rate of pay. If the Contractor cannot quantify the numbers of Trainees to be hired, the Contractor must still meet with the First Source Hiring Program and present a workforce plan of good faith efforts towards the First Source Hiring Goals.

45.3.2 Contractors are required to notify the First Source Hiring Program of all available Entry Level Positions.

45.3.3 Contractor will designate a representative to monitor all employment related activity and be the main contact for the First Source Hiring Program.

45.3.4 Contractor will maintain documentation and records supporting good faith efforts toward the First Source Hiring Program.

45.4 As-Needed Contracts. Contractors awarded As-Needed contracts shall follow the provisions of the First Source Hiring Program. However, the First Source Hiring Goals will not be based on each individual Contract Service Order (CSO) but rather from the total number of CSOs issued to the Contractor. Since a Contractor does not know when or how many CSOs will be issued, the Contractor shall hire Trainees only if the increase in CSOs creates entry-level employment opportunities.

45.5 Noncompliance. Failure to meet the criteria of the First Source Hiring Program does not impute bad faith but rather will trigger a review for compliance. If the City deems a Contractor is noncompliant and acted in bad faith towards the First Source Hiring Program, then the City may withhold progress payments and assess liquidated damages as defined in San Francisco Administrative Code Chapter 83.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated in this Agreement by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available under this Agreement, (i) terminate this Agreement, and (ii)

prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form 10).

49. Administrative Remedy for Agreement Interpretation.

49.1 Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

49.2 Government Code Claims. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

50. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors. NOT APPLICABLE

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated in this Agreement as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Intentionally omitted.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated in this Agreement by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure. NOT APPLICABLE

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Dispute Resolution Procedure. NOT APPLICABLE

63. Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

64. Labor Peace / Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

65. Federal Non-Discrimination Provisions. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth in this Agreement. Contractor agrees to include the above statements in any





subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

Failure by the contractor to comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

66. Quality Standards Program. This Agreement is subject to the Airport's Quality Standards Program. The Airport's Employment and Quality Standards (EQS) office oversees the Airport's Quality Standards Program (QSP) which is applicable to Service Providers at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations> . EQS may be contacted at (650) 821-1003.

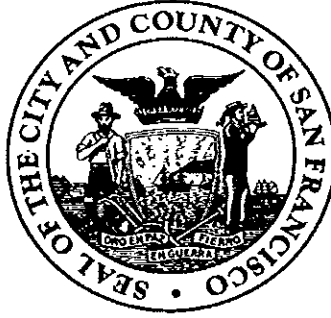
67. Non-Disclosure Agreement. This Program involves exposure to Sensitive Security Information, governed and protected under 49 CFR Part 1520, the Contractor must be prepared and willing to sign a non-disclosure agreement with the City and County of San Francisco prior to contract award and subsequently as additional Contractor team members are assigned to this Program. Non-disclosure agreements must be signed by an authorized representative of the Contractor's firm, and individual non-disclosure agreements must be signed by each individual who will be assigned to the Contractor's team during the life of the Program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

| | |
|--|--|
| CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO | CONTRACTOR |
| By:  John L. Martin, Airport Director | By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. |
| Attest: | I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. |
| By:  Jean Caramatti, Secretary Airport Commission |  Authorized Signature |
| Resolution No: <u>15-0170</u> | Wendy Wilke Managing Principal Faith Group, LLC 930 N. McKnight Road St. Louis, MO 63132 Telephone Number: 314-991-2228 |
| Adopted on: September 1, 2015 | |
| Approved as to Form: | |
| Dennis J. Herrera City Attorney | <u>95158</u> City Vendor Number |
| By:  Heather Wolnick Deputy City Attorney | <u>20-0568153</u> Federal Employer ID Number |

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Strategic Plan
- D: Partnering Requirements
- E: First Source Hiring Agreement
- F: Non-Disclosure Application, Corporations
- G: Non-Disclosure Application, Individuals



APPENDIX A SERVICES TO BE PROVIDED BY CONTRACTOR

This Appendix A attached to, and incorporated by reference in the Agreement made on **September 1, 2015** between the City and County of San Francisco, acting by and through its Airport Commission ("Commission"), and **Faith Group, LLC** ("Contractor") to provide Program Management Support Services ("PMSS") for Contract No. 10511.41 – Airport Security Infrastructure Program ("Program") for the San Francisco International Airport ("Airport").

Under the direction of the Airport Project Manager, Contractor will provide overall management expertise and oversight of the Program and each security initiative Project ("Project") included in the Program throughout the Program lifecycle.

The actual scope of the services will be negotiated, on a yearly basis at a minimum, based on the requirements of each phase of the Program and/or each task assigned to Contractor.

The following description of services is as comprehensive as possible at the outset of the Program. Individual services may be added and/or deleted as the Program and each Project progresses and this Appendix A is not intended to be a complete list of services assigned to Contractor. Tasks listed herein within a particular section may be required at any time throughout the Program and each Project. During the contract, all work to be performed by Contractor will either be included in a description of services below or in mutually-agreed-upon, contract modifications.

The Program includes the following Projects:

1. **Access Control System Migration.** The Airport currently utilizes two access control systems: MDI SAFEnet and Lenel OnGuard. This project will decommission all MDI access portals and convert to the Lenel OnGuard product, resulting in a singular campus-wide access control solution. Further, the project will also provide Lenel access control to portals that are void of any electronic security system.
2. **CCTV Camera Upgrade/Replacement.** This project will install new CCTV IP based cameras Airport-wide in areas of known deficiency as well as replace of all legacy analog cameras with the new IP based system.
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.

The Commission has not determined to proceed with the PIDS Project, and will not make a determination until any environmental review under the California Environmental Quality Act (CEQA) determined to be required by the San Francisco Planning Department, Environmental Review Division, is complete. 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 Phase I services are authorized and may proceed in accordance with this Agreement. The PIDS Project Phase II services are not authorized to proceed unless and until environmental review under CEQA is complete; the Commission determines to proceed with the PIDS Project by Resolution; and the Commission authorizes the PIDS Project Phase II work to go forward.

TASKS:

I. FIELD SURVEYS

ACCESS CONTROL SURVEY

- A. Contractor will perform a field survey and audit of the access points (doors, elevators, conveyors, etc.) monitored by the currently installed Monitor Dynamics Incorporated security access control system, including supporting infrastructure and life safety components within the Airport's property boundary lines. Contractor will also perform a physical inspection and audit of rooms secured by cipher locks, keys and/or any other methods used to physically secure the doors.
- B. Contractor will provide reports with the supporting details from the field survey and audit. Contractor will provide an inventory database of information and pictures collected.
 1. The field work will be completed in the following rooms and at access points located throughout all Terminals and remote buildings as identified by the Airport. Examples of access points include but are not limited to doors, gates, exit portals, checkpoints and turnstiles. The locations with estimated number of access points to be inspected are as follows:
 - a. International Terminal Central:
 - 1) Access Points (Doors, duress alarms, any entry points monitored) – 450
 - 2) Special Systems Rooms/Tenant Wiring Closets – 45
 - 3) Other (Mechanical/Electrical) – 100
 - b. International Terminal Boarding Area A

- 1) Access Points (Doors, duress alarms, any entry points monitored) -175
 - 2) Special Systems Rooms – 15
 - 3) Other (Mechanical/Electrical) – 40
- c. International Terminal Boarding Area G Access Points (Doors, duress alarms, any entry points monitored) - 200
- 1) Special Systems Rooms – 15
 - 2) Other (Mechanical/Electrical) – 40
- d. Selected locations within Domestic Terminal, garages, outlying areas, doors with cipher lock (To be identified by Airport) - 200
2. Site survey of selected doors with Airport Fire Marshall to develop a data base of access points of doors requiring life safety structural changes
 3. Site survey of selected doors with Aviation Security in developing data base of access point door not meeting safety and security requirements

TELECOMMUNICATION DUCT BANK SURVEY

Perform a field survey which includes an inspection of general conditions, inventory of fiber cables, and an assessment of the telecommunication duct bank utilization. Provide an evaluation and update audit of existing documentation as part of the current survey. Contractor will tag cables and trace fiber through perspective conduits as directed by the Airport. The Telecommunication survey will include reports and photo library as per the Airport Project Manager. Contractor will update existing drawings, input current data into AIRPORT telecommunication database and place utility locators in the field per AIRPORT standards.

II. MASTER SECURITY INFRASTRUCTURE TEST PLAN (MTP)

Contractor will manage and assist in the development of the Master Security Infrastructure Test Plan (MTP) for each Project with the Airport and the designers of all Projects. The MTP is a test driven, activation phase document used for the commissioning and user acceptance of all technology infrastructure and systems for all Projects. Contractor is responsible for reporting on the status of MTP during the commissioning.

III. OVERALL PROGRAM-LEVEL MANAGEMENT SERVICES:

A. PROGRAM COORDINATION

Contractor will provide program coordination services in the following manner:

1. Assist Airport staff with Program and Project coordination and development efforts with related Airport Security Contractors, Airport operations, airlines, agencies, Stakeholder Engagement Teams (SETs) and other stakeholders, as required and directed by the Airport.
2. Coordinate, lead, and document appropriate weekly Program/Project meetings throughout each phase of the Program/Project lifecycle.

3. Coordinate and document stakeholder programming and design review input.
4. Coordinate Project work with all ongoing Airport activities, including but not limited, to the concurrent Terminal I Program projects and other adjacent or coordinated Projects.
5. Implement and support an Action Item system to track key Program/Project activities and provided to Airport as requested.
6. Develop and monitor a Risk Register to identify, track and respond to Program/Project risk and provided to Airport as requested.
7. Assist Airport staff with maintaining active terminal, airfield and landside security and operations, phasing, environmental issues, off-hours work, utility cutovers and associated activities.
8. Coordinate any hazardous material survey, reporting and abatement work to ensure Airport compliance with appropriate entities.
9. Provide technology guidelines, oversight, coordination, and review for the development of the MTP.
10. Adhere to Airport risk management procedures, provided after award, during access control and telecommunication duct survey. The Airport risk management procedure identifies notification process and correction of accidental outage as result of field inspection with Airport. The Airport risk management procedure will be provided to contractor after award.

B. PROGRAM CONTROLS AND REPORTING

Contractor will provide program controls and reporting services in the following manner:

1. Utilize Oracle Unifier as the Airport's preferred project management control system.
2. Utilize systems that are compatible with current Airport Project control software. These include, but are not to be limited to, Primavera P6 EPPM (scheduling), CIP Planner (Program financial planning), OpenText eDocs (document control), Turner E.Docs (close-out documentation), Microsoft Outlook (email), AutoCAD, and Revit.
3. Perform monthly data entry into Unifier to ensure that real-time data is readily available. Contractor will perform quality control to reduce input error, thus enhancing consistency and accuracy in the reporting of all information.
4. Allow for Project contractors, planners, designers and builders to uniformly exchange information relating to budget, costs, estimates, risk, and schedule using the Stakeholder Engagement Process.
5. Produce reports and deliverables that meet Airport requirements. Reports and deliverables will be in electronic format to the greatest extent possible; however, at the request of the Airport, hard copy color duplicates will also be made available. The reports and deliverables will include, but are not limited to, the following:

- a. A written monthly report to the Airport on services provided to the Airport under the Agreement in a format consistent with the Airport reporting process. Contractor will report on its progress and any problems in performing the Work of which Contractor becomes aware.
 - b. Cost and budget reports as part of the required monthly report in a format determined by the Airport to include total Program and Project budget amounts, total Program and Project cost to date, earned value estimates, trends and forecasts. Reports will include costs and payments to Airport Security Contractors, planners, designers and builders, and Airport cost and expenses.
 - c. Updated schedule by monitoring progress in relationship to the existing baseline schedules for the Program and each Project. Prepare detailed monthly schedule reports and schedule trend reports. Provide schedule recovery recommendations on a monthly basis and anticipated schedule phases.
 - d. A monthly cash flow and trend reports and additional reports as may be requested by the Airport.
 - e. Anticipate and report all potential Program and Project risks and issues. Provide cost recovery recommendations on a monthly basis.
 - f. Report on quality assurance and quality control processes and how these are being engaged on a monthly basis.
 - g. As requested by the Airport, Contractor will prepare other reports so that varying levels of details can be communicated to different management levels within the Airport organization as well as to the Public. Contractor will provide reports monthly, quarterly, annually, or at other frequencies to be determined by the Airport.
 - h. A monthly safety report.
6. Assist the Airport Project Manager with presentations to all stakeholders.

C. PROGRAM SCHEDULING SERVICES

Contractor will support Airport Program and Project scheduling and analyses in the following manner:

1. Compile and validate applicable schedules from Airport staff, contracted Airport Security Contractors, designers and builders, and other agencies to prepare a master schedule for the Program. The master schedule will follow a work breakdown structure as directed by the Airport and will include, at a minimum, the following activities: duration and timing for permitting, timing to conduct design, solicit proposers, solicit bid packages, complete construction, testing and commissioning and closeout of the Program.
2. Generate Level 1, 2 and 3 Program schedules as requested, as well as a two (2)-week look-ahead schedule in coordination with the Project designers and builders. Program Level schedules are as follows:

- a. The Level 1, or Contract Master Schedule, is a summary level schedule that establishes key completion objectives for the Program. It defines the overall period of performance, shows major milestones, including contractual milestones, deliveries, and other major Program phases. It may also show milestones that interface with other Programs within the Program or adjoining Programs.
 - b. The Level 2, or Intermediate Schedule, should contain a detailed reflection of the activities that must be accomplished to achieve Level 1 schedule objectives. In addition, a Level 2 schedule will include, but is not limited to, contractually required deliveries of critical long lead items, hardware, software, and performance requirements.
 - c. The Level 3, or Detailed Schedule, contains a detailed set of activities that must be accomplished to achieve Level 2 schedule objectives. This schedule will contain enough detail for the Airport Program Manager to plan, direct, and monitor the completion of work and to reliably calculate the Program's critical path. The Level 3 schedule will reflect Contractor's review and monitoring of construction schedules and the coordination of those schedules with other Airport Programs.
3. Identify and analyze dependencies, controls, and interfaces among utility Programs, with other Airport operational activities, and/or with external Programs and perform alternative analysis Program sequence to optimize Program implementation within the Level 3 schedule.
 4. Develop, review, update, and monitor Program schedules to the required management level during all Program phases as directed by the Airport Program Manager.

D. PROGRAM BUDGET AND ESTIMATING SERVICES

Contractor will support Airport financial analyses by performing the following:

1. Prepare and review Program and Project hard and soft cost budget estimates, resulting in the establishment of the Program and Project baseline budget. The estimates will follow a Work Breakdown Structure consistent with Airport requirements.
2. Analyze financial consequences of design alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints.
3. Provide Program and Project level cost and trend management services.
4. Provide a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction, and engineer's estimates.
5. Establish, review, and support Airport staff in making appropriate budgetary contingencies and reviewing Program and Project risks.
6. Provide budget and funding report services, documenting sources of funds and cash flow projections for the Program and each Project.

7. Develop and maintain procedures to forecast Program and Project costs and advise the Airport on corrective actions if forecasted budgets are to be exceeded.
8. Prepare and review lifecycle costs including operations and maintenance costs.
9. Prepare and review cost benefit analyses.
10. Reconcile the Program and each Project scope with appropriated budgets.
11. Prepare preliminary estimates of construction costs and times of completion for the Program and each Project.

E. DOCUMENT CONTROL SERVICES

Contractor will provide the following document control services:

1. Maintain all the Program documentation in an integrated, accessible electronic format in a retrievable system as directed by the Airport.
2. Maintain status logs of Program documents such as design activities and status, requests for information, submittals, substitution requests, etc.
3. Develop and maintain systems for the efficient distribution of Program documents to designers, builders, external agencies, City departments, and other stakeholders.

F. AIRPORT STRATEGIC PLAN

Contractor will adhere to guidelines in the Airport Strategic Plan which will be provided by Airport Aviation Security.

G. PARTNERING

Contractor will participate in and provide for formal Partnering facilitation. Refer to Appendix D, Partnering Requirements, of this Agreement.

H. STAKEHOLDER ENGAGEMENT PROCESS

Contractor will provide for, coordinate, participate in and document the Stakeholder Engagement Process and utilize Stakeholder Engagement Teams (SETs) throughout the Program lifecycle. Refer to "Delivering Exceptional Projects – Our Guiding Principles" published on www.Airportconstruction.com

IV. PROJECT-LEVEL MANAGEMENT SUPPORT SERVICES:

A. PROJECT PROGRAMMING PHASE

The intent of the Programming Phase of each Project is to provide clarity and agreement on the Project's scope, cost and schedule between all parties and to provide an approved Basis of Design. As part of the Programming Phase, Contractor will:

1. Provide Program-level oversight, coordination, and review in all aspects of each Project programming effort.
2. Ensure information is accurately assembled from the Airport Security Consultant and designer for each Project into a comprehensive narrative report to be used as the Basis of Design, which will include, but is not limited to:
 - a. Project Description:
 - 1) A comprehensive narrative of the scope of work and programming requirements for the Project. Requirements will incorporate input from the Stakeholder Engagement Process, which will be led and coordinated by Contractor.
 - 2) Conceptual design drawings.
 - b. Project design criteria and standards. Criteria will incorporate Airport, Transportation Security Administration (TSA) and other regulatory standards as well as input from the Stakeholder Engagement Process. Design criteria will include but is not limited to:
 - 1) Identification of preliminary architectural, engineering, security and special systems for the security initiative.
 - 2) Compilation of architectural, engineering, security and special systems specification outlines based on conceptual design. The outline specifications will include minimum performance criteria and standards and preferred manufacturers.
 - 3) Identification of preliminary building code classifications, accessibility, egress requirements, and life safety requirements.
 - 4) Preliminary schedules and cost models based on the proposed Basis of Design.
3. Reconcile the Program and each Project with the Airport's budget. Advise the Airport if the Program and/or Project budget are not in compliance and recommend potential solutions.
4. Prepare reports, exhibits, and presentation materials to convey the Program and Project as requested by the Airport Program Manager.
5. Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

B. PROJECT DESIGN PHASE

The Design Phase for each Project commences upon the completion and approval of programming phase. As part of the Design Phase, Contractor will:

1. Provide administration and oversight of the Project's design team.

2. Provide third-party, peer, and quality assurance reviews of design deliverables, commissioning documents, and construction documents produced by designers and verify that all design review comments are incorporated. Further, Contractor will ensure that each Designer implement the standards developed in the Stakeholder Engagement Process.
3. Provide design oversight, monitor design progress and deliverables, and recommend corrective action when required.
4. Review construction documents for constructability, impact to Airport operations, and consistency with the Program and/or Project schedule. Provide reports at each stage of the process including 50%, 90% and 100% drawings.
5. Coordinate proposed design elements and phasing in conjunction with all components of the Program and all other affected Airport activities and stakeholders.
6. Support the Airport's bidding process for construction contract(s).
7. Coordinate and review with the designer and builder regarding testing procedures and documentation as identified in the MTP.

C. PROJECT CONSTRUCTION PHASE

Contractor will act as the Construction Manager for all construction activities for each Project. As part of the Construction Phase, Contractor will:

1. Provide management, administration and oversight of the Project construction contract.
2. Perform as the Construction Manager during the entire Project lifecycle. At a minimum, Contractor will provide the following construction management services:
 - a. Establish a job specific safety program with the builder(s) and provide competent safety professional(s) to enforce jobsite safety.
 - b. Review construction work and phasing plans and make recommendations to minimize disruption to Airport operations.
 - c. Ensure construction activities/shutdowns/closures are properly coordinated with, and approved by, Airport Operations, Duty Managers, ITT and all affected parties.
 - d. Review and/or prepare construction quality assurance/quality control plans.
 - e. Provide technical, full-time, on-site quality assurance and code compliance oversight and inspection, including specialty inspections, of the progress and quality of the construction work.
 - f. Ensure that the builder has scheduled all formal code inspections with the Airport's Building Inspection and Code Enforcement (BICE) Division once a pre-inspection has been performed with the builder. Prior to the formal BICE inspection, the pre-inspection will confirm that all contract and code requirements are satisfied for the specific

inspection being requested. In addition, the pre-inspection will verify that any ancillary or otherwise supporting work activities associated with the specific inspection meets contract and code requirements. Take all necessary measures to ensure the Builder corrects all non-conforming or otherwise deficient work discovered at any level of inspection.

- g. Monitor environmental inspection for the builder's compliance with environmental regulations.
- h. Examine materials and equipment being incorporated into the work to verify that they are supported by approved submittals, handled, stored, and installed properly.
- i. Prepare inspector's daily reports and engineer's reports for submission to the Airport.
- j. Manage and review the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals for contract and code compliance and all software design documentation. Contractor will maintain a log of all submittals.
- k. Identify problems encountered in accomplishing the construction work and recommend appropriate action to the Airport in order to resolve problems with a minimum effect on the timely completion of the Project.
- l. Provide all testing, including specialty testing, as required by the California Building Code and by Airport Commission. Contractor will coordinate and/or procure the services of certified testing laboratories to assure that the proper number and type of tests are being performed in a timely manner. The Airport building official has the authority to require additional testing based on final code requirements and interpretation.
- m. Maintain a log of any requests for information and manage responses for approval by the Airport Project Manager and/or the Engineer-of-Record.
- n. Review progress pay requests for accuracy and recommend approval. Contractor will prepare all supporting documentation for progress pay requests, including but not limited to, certified payroll tracking forms. All payment documentation will utilize Airport standard templates.
- o. Review builder reports, as-built drawings, and other construction documentation and ensure information is appropriately captured in Airport records.
- p. Coordinate job site meetings and prepare meeting minutes. Contractor will review and communicate information presented to Airport managers and all attendees.
- q. Assist Airport with compliance of all contract terms and conditions including, but not limited to, Contract Monitoring Division requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
- r. Administer the evaluation and negotiation of change orders, prepare and process change orders and contract modifications for Airport approval, and maintain a change log. All change documentation will utilize Airport standard templates.

D. PROJECT ACTIVATION PHASE

The purpose of the activation process is to ensure that all requirements and performance criteria are identified early in the design process, are managed throughout the Project, and are successfully implemented. Activation includes physical testing of the facility and hands-on training of personnel who will use, operate and maintain the facility and its systems. As part of the Activation Phase, Contractor will (if applicable):

1. Assemble the Activation SETs to facilitate and coordinate the activation activities prior to the completion of construction.
2. Through the Stakeholder Engagement Process, develop and schedule an Activation Plan, including Simulation Plans as required.
3. Manage activation activities and prepare written status reports. Status reports will verify that the facility and all of its systems and assemblies are constructed, installed, tested, operated and maintained to meet the Project's requirements.
4. Coordinate the various entities required to successfully implement the Activation Plan including representatives from the Airport, airlines, SETs, TSA, designers, builders, etc.

E. PROJECT COMMISSIONING PHASE

Commissioning is the process of verifying and documenting that all systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Airport's Project requirements. This process uses planning, documentation, and verification of testing to review and oversee the activities of the Project designer and builder. Commissioning services will start in Programming and will continue through Closeout. As part of the Commissioning Phase, Contractor will (if applicable):

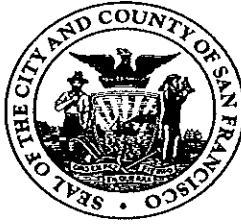
1. Coordinate and conduct final inspections prior to Project acceptance, and administer acceptance procedures and tests for each phase of the Project per the MTP.
2. Review and report on progress of training or operation and maintenance of new systems as required by the Airport and/or individual Project specifications.

F. PROJECT CLOSEOUT PHASE

Closeout will commence at the completion of Activation and Commissioning. As part of the Closeout Phase, Contractor will:

1. Support closeout activities for each security project under this program. All procedures and documentation will utilize Airport standards for the closeout process.
2. Support dispute and/or claim resolution analysis and reconciliation efforts.

END OF APPENDIX A



Appendix B Calculation of Charges

This is Appendix B attached to, and incorporated by reference in the Agreement made on **September 1, 2015** between the City and County of San Francisco, acting by and through its Airport Commission ("Commission"), and **Faith Group LLC** ("Contractor") providing for Program Management Support Services for Contract No. 10511.41- Airport Security Infrastructure Program at the San Francisco International Airport ("Airport").

1. General

- 1.1 Compensation for complete and satisfactory performance of the services detailed in Appendix A of this Agreement is set forth in paragraph 5 "Compensation" of the Agreement.
- 1.2 No charges will be incurred under this Agreement nor will any payments become due to Contractor until reports, services, or both required under this Agreement are received from Contractor and approved by the Commission as being in accordance with this Agreement. In no event will the Commission be liable for interest or late charges for any late payments.
- 1.3 Compensation for work performed under this Agreement will be on a time and materials basis. Such compensation will be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

2. Method of Payment

- 2.1 Unless approved otherwise by the Commission, the Contractor's services will be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. As used herein, the term "invoice" will include the Contractor's bill or written request for payment under this Agreement for services performed. All invoices will be made in writing.
- 2.2 Contractor will invoice for the Work performed in conformance with procedures approved by the Commission.
 - 2.2.1 Such invoices will segregate current costs from previously invoiced costs.
 - 2.2.2 Costs for individual labor will be segregated by task and subtasks, if any.
 - 2.2.3 Notwithstanding the above, in no case will Contractor invoice include costs which Airport has disallowed or otherwise indicated that it will not recognize.

- 2.3 Such invoices will be as a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with generally accepted accounting principles.
- 2.4 Contractor will also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subcontractor(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for Contractor or subcontractor employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the Agreement.
- 2.5 The fee for Contractor and any of its subcontractors will be billed monthly on direct labor for services provided in the current invoice at the percentage described below.
- 2.6 The Airport's Project Manager reserves the right to withhold payment(s) otherwise due Contractor in the event of the Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon Contractor in Article 15, Insurance, and Article 16, Indemnification. The Airport will provide notice of withholding, and may continue the withholding until Contractor has provided evidence of compliance which is acceptable to the Airport.
- 2.7 All invoices will be made in writing and delivered or mailed to the Airport as follows:

By US mail: Ryan Kuss
Airport Project Manager
Design & Construction
Airport Commission Building
San Francisco International Airport
P.O. Box 8097
San Francisco, CA 94128

By Personal Delivery
or Express Mail: Ryan Kuss
Airport Project Manager
Design & Construction
San Francisco International Airport
710 N. McDonnell Road, 2nd Floor
San Francisco, CA 94128

3. Direct Salary Rate and Direct Salary Rate Adjustment

- 3.1 Salaried personnel will be paid on a maximum of forty (40) hours per week, with no overtime. Salaried personnel assigned to multiple Projects will be paid on a pro-rata share of a forty (40) hour week. Signed time cards will be provided showing all assigned Projects and the shared calculation.
- 3.2 The direct labor rate will not exceed Ninety-five Dollars (\$95) per hour. Any rate in excess of this cap will require prior written approval from the Airport.
- 3.3 The approved direct labor rates stated in the Agreement will remain in effect for the first year of contract services. As, at the option of the Airport, this is a multi-year contract, the Airport may approve an annual adjustment to the direct hourly labor rates effective July 1st, based on an

increase in the Consumer Price Index for the preceding twelve (12) months for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "Services Less Rent or Shelter – All Urban Consumers – San Francisco/Oakland/San Jose, California" or on an increase in the wages of comparable classifications as reflected in the collective bargaining agreements between the City and County of San Francisco and the labor organization representing those classifications, whichever is lower. Such adjustment is subject to prior written approval by the Airport and in no event will exceed the lower of the above specified indices unless the proposed adjustment is made pursuant to other specific terms of this contract or is necessary to meet the requirements of prevailing or minimum wage legislative mandates.

4. Approved Overhead Rates

4.1 The following Approved Overhead Rates are included in the approved Billing Rates stated in Paragraph 6:

| Firm Name | Overhead Rate |
|---------------------------------------|---------------|
| Faith Group, LLC | 129.8% |
| Cooper Puga Management, Inc. | 110% |
| Saylor Consulting | 125.97% |
| Chavez & Associates | 157.28% |
| Cornerstone Transportation Consulting | 159.75% |
| Strong Electric & Solar | 0% |

4.2 The Prime and each subcontractor will submit a current certified reviewed financial audit report of the overhead cost rates to the Commission for review and approval upon request for a change in the Approved Overhead Rates.

5. Fee

The Fee for Contractor's direct labor work effort, including any subcontractor work at any tier, will be **ten percent (10%)** of direct labor of Contractor and any subcontractors at any tier. There will be no additional fee or overhead markup on indirect costs or on the work of first and lower tier subcontractors.

The Prime Contractor or Joint Venture will be allowed a **two percent (2%)** mark-up on first tier subcontractor invoices.

6. BILLING RATES

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

| CLASSIFICATION | BILLING RATE |
|--------------------------|--------------|
| FAITH GROUP, LLC | |
| Project Manager | \$227.50 |
| Subject Matter Expert | \$240.14 |
| Stakeholder Manager | \$197.17 |
| Design/Technical Manager | \$145.96 |
| MEP Engineer | \$182.30 |

| | |
|------------------------|----------|
| Sr. Business Analyst | \$182.30 |
| Sr. IT Systems Analyst | \$164.31 |
| Operations Analyst | \$164.31 |
| Sr. Systems Designer | \$157.99 |
| Sr. Systems Engineer | \$145.83 |
| Sr. Network Designer | \$139.79 |
| Construction Manager | \$139.03 |
| Report Writer | \$117.04 |
| CAD Designer | \$75.83 |
| Sr. Designer | \$115.44 |
| IT Designer | \$111.86 |
| Construction Inspector | \$113.75 |
| Field Inspector | \$103.64 |
| Systems Designer | \$95.42 |
| Analyst | \$82.66 |
| Senior Engineer | \$117.04 |
| Engineer | \$80.89 |
| Cost Engineer | \$75.83 |
| CAD Operator | \$69.01 |
| Administrative 1 | \$66.84 |
| Administrative 2 | \$60.77 |
| Misc. Support 1 | \$75.83 |
| Misc. Support 2 | \$88.47 |

CHAVES & ASSOCIATES

| | |
|-----------------------------|----------|
| Document Control Manager | \$114.42 |
| Document Control Technician | \$87.17 |
| Document Control Clerk | \$65.09 |
| Business Process Analyst | \$212.26 |
| System Eng./MIS/IT/Controls | \$212.26 |
| Project Manager | \$181.13 |
| Permit Coordinator | \$135.84 |
| Admin. Assistant/Clerk | \$56.60 |

COOPER PUGEDA MANAGEMENT, INC

| | |
|--------------------------|----------|
| Subject Matter Expert | \$208.89 |
| Project Controls Manager | \$197.29 |
| Construction Manager | \$149.15 |
| Scheduler | \$138.26 |
| Inspector 1 | \$173.77 |
| Inspector 2 | \$127.84 |

CORNERSTONE TRANSPORTATION CONSULTING

| | |
|----------------------|----------|
| MEP Project Engineer | \$151.43 |
| Sr. Scheduler | \$214.29 |
| Scheduler III | \$185.72 |
| Scheduler II | \$157.15 |
| Scheduler I | \$128.58 |

| | |
|-------------------------------|----------|
| Sr. Estimator | \$214.29 |
| Estimator III | \$185.72 |
| Estimator II | \$157.15 |
| Estimator I | \$128.58 |
| Sr. Project Controls Manager | \$214.29 |
| Project Controls Manager III | \$185.72 |
| Project Controls Manager II | \$157.15 |
| Project Controls Manager I | \$128.58 |
| Project Controls Engineer III | \$185.72 |
| Project Controls Engineer II | \$157.15 |
| Project Controls Engineer I | \$128.58 |
| Sr. Field Engineer | \$200.01 |
| Field Engineer III | \$171.44 |
| Field Engineer II | \$142.86 |
| Field Engineer I | \$114.29 |
| Office Engineer III | \$185.72 |
| Office Engineer II | \$157.15 |
| Office Engineer I | \$128.58 |
| Document Control Spec. II | \$114.29 |
| Document Control Spec. I | \$85.72 |
| Admin. Assistant II | \$114.29 |
| Admin. Assistant I | \$85.72 |
| Inspector | \$128.58 |

SAYLOR CONSULTING GROUP

| | |
|--------------------------|---------------------|
| Sr. Mechanical Estimator | \$188.04 |
| Principal Estimator | \$185.23 |
| Chief Estimator | \$184.04 |
| Sr. Electrical Estimator | \$176.98 |
| Sr. Estimator | \$105.74 - \$176.23 |
| Estimator 1 | \$82.00 |
| Estimator 2 | \$137.41 |
| Estimates Coordinator | \$65.72 |
| Estimator | \$80.66 |
| Structural Estimator | \$157.72 |

STRONG ELECTRIC & SOLAR / BASS ELECTRIC

| | |
|-----------------|-------|
| Project Manager | \$140 |
| Journeyman | \$135 |
| Apprentice | \$90 |

7. Other Direct Cost (ODC)

7.1 Unless authorized by the Airport, the Airport will not reimburse Contractor for the costs of contractor meals, and business travel and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. The Airport will not reimburse Contractor for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit

the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses will be in accordance with the City & County of San Francisco Travel Guidelines.

7.2 Any ODC expenses in excess of Five Hundred Dollars (\$500) must be pre-approved by the Airport Project Manager.

END OF APPENDIX B



APPENDIX C

STRATEGIC PLAN – LINK: <https://sfoconnect.com/sites/default/files/strategicplan.pdf>

APPENDIX D PARTNERING REQUIREMENTS

PART 1 - GENERAL

1.1 PARTNERING LEVEL

This Project shall incorporate the required partnering elements for **Partnering Level 4**.

| Level | Estimated Construction Amount | Complexity | Political Significance | Relationships |
|-------|-------------------------------|--|---|--|
| 5 | \$200 million + | Highly technical and complex design & construction | High visibility/oversight; significant strategic project | New project relationships; high potential for conflict (strained relationship, previous litigation, or high probability of claims) |
| 4 | \$50 - \$200 million | High complexity – schedule constraints, uncommon materials, etc. | Probable | New contractors or CM, new subs |
| 3 | \$20 - \$50 million | Increased complexity | Likely, depending on the location and other project characteristics | Established relationships; new CM, subs, or other key stakeholders |
| 2 | \$5 - \$20 million | Moderate complexity | Unlikely, unless in a place of importance | Established relationships; new subs, new stakeholders |
| 1 | \$100,000 - \$5 million | Standard complexity | Unlikely, unless in a place of importance | Established relationships; new subs, new stakeholders |

1.2 SUMMARY

- 1.2.1 This Section specifies the requirements for establishing a collaborative partnering process. The partnering process will assist the City and County of San Francisco (City) and Contractor to develop a collaborative environment so that communication, coordination, and cooperation are the norm, and to encourage resolution of conflicts at the lowest responsible management level.
- 1.2.2 The partnering process is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.
- 1.2.3 This Section does not supersede or modify any other provisions of the Contract, nor does it reduce or change the respective rights and duties of the City and Contractor under the Contract, nor supersede contractual procedures for the resolution of disputes.

1.1 PURPOSE/GOALS

- 1.3.1 The goals of project partnering are to:
1. Use early and regular communication with involved parties;
 2. Establish and maintain a relationship of shared trust, equity and commitment;
 3. Identify, quantify, and support attainment of mutual goals;

4. Develop strategies for using risk management concepts and identify potential project efficiencies;
5. Implement timely communication and decision-making;
6. Resolve potential problems at the lowest possible level to avoid negative impacts;
7. Hold periodic partnering workshops throughout the life of the contract to maintain the benefits of a partnered relationship; and
8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals.

1.2 DEFINITIONS

- 1.4.1 Unless specifically defined in this Appendix D, all terms have the same meaning as defined in the Agreement.
- 1.4.2 **Stakeholders:** Any person or entity that has a stake in the outcome of a construction project. Examples include the end users, neighbors, vendors, special interest groups, those who must maintain the facility, those providing funding, and those who own one or more of the systems.
- 1.4.3 **Project Team:** Key members from the City and Contractor organizations responsible for the management, implementation, and execution of the Project, and will participate in the partnering process.

1. PARTNERING PROCESS

2.1 SELECTION OF A FACILITATOR

- 2.1.1 An Internal Facilitator or a Professional Neutral Facilitator shall be retained for projects with a Partnering Level of 1 through 3. A Professional Neutral Facilitator must be retained for projects with a Partnering Level of 4 or 5. The City and Contractor shall meet as soon as practicable after award of Contract to work cooperatively and in good faith to select a Facilitator.
- 2.1.2 An Internal Facilitator is a trained employee or representative of the City who provides partnering facilitation services.
- 2.1.3 A Professional Neutral Facilitator must have the following qualifications:
 - A. The Facilitator shall be trained in the recognized principles of partnering;
 - B. The Facilitator shall have at least three (3) years' experience in partnering facilitation with a demonstrated track record, including public sector construction for a city or other municipal agency;

- C. The Facilitator shall have a skill set that may include construction management, negotiations, labor-management mediation, and/or human relations; and
 - D. The Facilitator must be in the business of providing partnering services for construction projects.
- 2.1.4 Within thirty (30) days of NTP, Contractor and the selected Professional Neutral Facilitator shall execute an agreement that establishes a budget for fees and expenses of the Facilitator, workshop site costs, if any, and the describe the Facilitator's role for the Project consistent with the requirements of this Section. The scope of the Facilitator's role is for descriptive purposes only and is not a guarantee for payment as the scope of work will be revised as needed throughout the Project. The agreement shall be terminable at will.
- 2.1.5 The Facilitator shall be evaluated by the Project Team: (1) at the end of the Kick-off Partnering Workshop; and (2) at the Project close-out partnering session.
- 2.1.6 In the event that either Contractor or the City is not satisfied by the services provided by the Facilitator, a new mutually acceptable Facilitator shall be chosen in a reasonable amount of time in the same manner pursuant to Subparagraph A above, and a new agreement shall be executed by Contractor and the new Professional Neutral Facilitator pursuant to Subparagraph D above.

2.2 PARTNERING ELEMENTS

2.2.1 All Partnering Levels require the following elements:

- A. **Executive Sponsorship.** Commitment to and support of the partnering process from the senior most levels of the City and Contractor organizations.
- B. **Collaborative Partnering.** A structured and scalable process made up of elements that develop and grow a culture (value system) of trust among the parties of a construction contract. Together, the combination of elements including the Partnering Charter, Executive Sponsorship, partnering workshops, an accountability tool for the Project Team (Scorecards), and the Facilitator create a collaborative atmosphere on each project.
- C. **Facilitator.** Depending on the Project's Partnering Level, the City and Contractor shall retain either an Internal Facilitator or a Professional Neutral Facilitator according to the process listed in subparagraph 2.1 above to lead workshops.
- D. **Partnering Charter and/or mission statement.** The City and Contractor shall create a Partnering Charter that is the guiding focus for the Project Team. It documents the team's vision and commitment to work openly and cooperatively together toward mutual success during the life of the Project. The Partnering Charter helps to maintain accountability and clarity of agreements made and allows for broader communication of the team's distinct goals and partnering process. At a minimum, the Partnering Charter must include the following elements:

- 1) Mutual goals, including core project goals and may also include project-specific goals and mutually-supported individual goals. The required core project goals relate to project schedule, budget, quality, and safety.
- 2) Partnering maintenance and close-out plan, including partnering session attendees and frequency of workshops.
- 3) Dispute resolution plan that includes an Escalation Resolution Ladder.
- 4) Team commitment statement and signatures.

E. Partnering Workshops. At a minimum, the following two workshops are required:

- 1) **Kick-off Partnering Workshop.** Within 45 days of NTP, the City and Contractor shall meet for the Kick-off Partnering Workshop; determine the workshop site and duration, and other administrative details. At the Kick-off Partnering Workshop, the City, Contractor, and Facilitator shall meet to mutually develop a strategy for a successful partnering process and to develop their Partnering Charter.
- 2) **Close-out Partnering Workshop.** Prior to final closeout, the City and Contractor shall schedule the Close-out Partnering Workshop. At the Close-Out Partnering Workshop, the City, Contractor, and Facilitator, shall meet to discuss lessons learned throughout the Project, focus on ensuring continued collaboration and cooperation through the end of the Project, and to discuss requirements for the close-out process. At the conclusion of the workshop, a summary of the lessons learned should be prepared to be distributed to the Project Team. The City and Contractor shall also evaluate the Facilitator.

The Project Team may participate in additional workshops during the life of the Project as they agree is necessary and appropriate. Each workshop is a formalized meeting focused on developing a collaborative culture among the Project Team. The Project Team will use these workshops to set Project goals, define Project commitments, attend joint training sessions, and perform other tasks.

F. Multi-tiered Partnering (Core Team – Executive – Stakeholder). The Partnering Team will divide into smaller groups and convene multiple workshops including a Core Team Workshop, an Executive Workshop, and a Stakeholder Workshop.

- 1) **Core Team Workshop.** The Core Team is made up of Project Team members who are a part of the Project for its duration, including the following (not in order of hierarchy):

| City: | Contractor: |
|---|---|
| Resident Engineer | Building Superintendent |
| Project Manager | Project Executive |
| Construction Manager | Jobsite Supervisor |
| Engineer, Architect | Project Engineer |
| Division Manager | Subcontractors |
| Construction Engineer | Key suppliers |
| Inspectors | Senior Management (e.g. Area Manager, Operations Manager, VP, President, Owner) |
| Client Department representative | |
| Critical third parties: stakeholders, other agencies, utilities, etc., or anyone who could potentially stop or delay the project. | |

- 2) **Executive Workshop.** The senior leaders of the City and Contractor may form a Project Board of Directors. The Project Board of Directors is charged with steering the project to success.
- 3) **Stakeholder Workshop.** As the Project progresses, various systems and processes will be the focus. The Stakeholder Workshop is a meeting of the key stakeholder groups, made up of Stakeholders that are involved in the current focus of the systems or processes.
- 4) **Special Task Forces.** The Project Team may task a subset of its members to work on a particular issue or opportunity for the good of the overall project.

G. **Escalation Resolution Ladder.** The City and Contractor shall mutually develop an Escalation Resolution Ladder, which is a stepped process that formalizes the negotiation between the Parties. The intent of this ladder is to provide a process that elevates issues up the chain of command between the Parties. The objective is to resolve issues at the lowest practical level and to not allow individual project issues to disrupt project momentum. When an issue is escalated one level, it is expected that a special meeting focusing on the negotiated settlement for that issue will be called with the goal of settling as quickly as possible.

Sample Escalation Resolution Ladder:

| Level | Awarding City Department | Contractor | Time to Elevate |
|-------|--------------------------------|-------------------------|-----------------|
| I | Inspector or Resident Engineer | Foreman/ Superintendent | 1 day |
| II | Project Manager | Project Manager | 1 week |
| III | Program Manager | Area Manager | 1 week |
| IV | Division Manager | Operations Manager | 2 weeks |
| V | Deputy Department Director | Owner; President | 2 weeks |

H. **Project Scorecards.** The City and Contractor shall participate in periodic partnering evaluation surveys to measure progress on mutual goals and short-term key issues as they arise. Project Scorecards are an accountability tool that allows the City and the Contractor to measure how well they are doing at following through on commitments made to one another. Typically the Project Scorecards are confidential surveys

prepared and submitted to the Project Team by the Facilitator. The Facilitator typically then compiles the responses into a report which is then sent out to the Project Team for review.

2.2.2 Level 1 Projects require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Executive Board Workshops – As Needed
- Stakeholder Workshops – As Needed
- Core Team Workshops – As Needed

C. Close-Out Workshop

D. No Project Scorecards are required. The City and Contractor may agree to participate in partnering evaluation surveys.

2.2.3 Level 2 Projects require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Core Team Workshops – As Needed
- Executive Board Workshops – As Needed
- Stakeholder Workshops – As Needed

C. Close-Out Workshop

D. Two Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys.

2.2.4 Level 3 Projects require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
- Executive Board Workshops – As Needed
- Stakeholder Workshops – As Needed

C. Close-Out Workshop

D. Quarterly Project Scorecards are required. The City and Contractor may agree to

participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.

2.2.5 Level 4 Projects require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
- Executive Board Workshops – Quarterly
- Stakeholder Workshops – Quarterly

C. Close-Out Workshop

D. Quarterly Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.

2.2.6 Level 5 Projects require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Core Team Workshops – Monthly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
- Executive Board Workshops – Quarterly
- Stakeholder Workshops – Quarterly

C. Close-Out Workshop

D. Monthly Project Scorecards are required.

2.3 COSTS

2.3.1 The fees and expenses of the Internal Facilitator, if any, shall be paid by the City.

2.3.2 The fees and expenses of the Professional Neutral Facilitator, if any, and workshop site costs, if any, shall be shared equally by the City and the Contractor as set forth in the Third Party Agreement.

2.3.3 The Contractor shall pay the invoices of the Facilitator and/or workshop site costs after approval by both parties. Upon receipt of satisfactory evidence of payment of the invoices of the Facilitator by Contractor, the City will then reimburse the Contractor for such invoices from a fixed cash allowance included as an item in the Bid Prices. No

mark-up, overhead or other fees shall be added to the partnering costs. If the total cost of the partnering is greater than the allowance amount, the Contract Sum shall be adjusted by Change Order and Contract Modification.

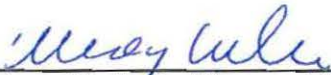
- 2.3.4 With the exception of the Facilitators fees and workshop site costs described in subparagraph A above, all costs associated with the Partnering workshops and sessions, partnering evaluation surveys, or partnering skills trainings are deemed to be included in the Bid Price(s).

END OF DOCUMENT



FIRST SOURCE HIRING AGREEMENT FOR PROFESSIONAL SERVICES

| | | |
|--|--|--|
| City Agency: City & County of San Francisco | Contract Number and Name: RFP No. 10511.41 PMSS for Airport Security Infrastructure Program | |
| Consultant Name: Faith Group, LLC | Main Contact: Wendy Wilke, Managing Principal | |
| Phone: 314-991-2228 | Email: wendy@faithgroupplc.com | |

| | | |
|---|--|-------------------|
|  | Wendy Wilke | 04/21/2015 |
| Signature of Authorized Representative* | Name of Authorized Representative | Date |

**By signing the First Source Hiring Agreement, the Consultant agrees to participate and comply with the provisions of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83*

Instructions:

- All bidders must complete, sign and submit a *First Source Hiring Agreement* with bidder's Proposal. All Proposals without a completed and signed *First Source Hiring Agreement* will be rejected.
- In Section 2, list the number of Entry Level Positions for the Prime Consultant and all sub-consultants. The Consultant shall make good faith efforts to hire Trainees referred by the First Source Hiring Program to fulfill all available Entry Level Positions.
- Reference specification section, *First Source Hiring Program* for workforce obligations. Questions and assistance, please contact Kevin Feeney: Email: kevin.feeney@sfgov.org Tel: (415)701-4878.

Section 1: Select all that apply

- | | | |
|---|--|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Mechanical/Electrical Engineering |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Geotechnical Engineering | <input type="checkbox"/> Property Management |
| <input type="checkbox"/> Asbestos and Lead | <input type="checkbox"/> Green Building Consulting | <input type="checkbox"/> Real Estate Services |
| <input type="checkbox"/> As-Needed | <input type="checkbox"/> Health/Medical Services | <input type="checkbox"/> Sediment Analysis |
| <input type="checkbox"/> Civil/Structural/Hydraulic Engineering | <input checked="" type="checkbox"/> IT/Technical Services | <input checked="" type="checkbox"/> Special Inspection and Testing |
| <input type="checkbox"/> Construction Management | <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Design Services | <input type="checkbox"/> Will require an office or trailer near the project site | |
| <input type="checkbox"/> Environmental Services | <input type="checkbox"/> I don't see my services (please describe) _____ | |

Section 2: List Entry Level Positions

| Job Title | Job Description | Number of Trainee Hires |
|------------------------|-------------------------------------|-------------------------|
| Field Engineer Support | On-site system survey documentation | 1 |
| | | |
| | | |
| | | |



APPENDIX F

NONDISCLOSURE AGREEMENT FOR CORPORATIONS



NONDISCLOSURE AGREEMENT FOR CORPORATE ENTITIES

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of September, 2015 (the "Effective Date"), by Faith Group, LLC a LIMITED LIABILITY Company corporation with a principal place of business at 930 N. McKnight Rd. St. Louis, MO 63132 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

///



14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

FAITH GROUP, LLC

BY:

Wendy Wilke
WENDY WILKE

Print Name

MANAGING PRINCIPAL
Title



NONDISCLOSURE AGREEMENT
FOR CORPORATE ENTITIES

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 20 15 (the "Effective Date"), by Chaves & Associates a sole proprietor corporation with a principal place of business at 582 Market Street, Suite 1300 San Francisco, CA 94104 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

///



14. SEVERABILITY. Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Chaves & Associates

BY: Arlene Chaves

Arlene Chaves

Print Name

President

Title



**NONDISCLOSURE AGREEMENT
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of AUGUST, 2015 (the "Effective Date"), by COOPER PEREDA MEM. INC a CALIFORNIA corporation with a principal place of business at 65 McCOPPIN ST., SAN FRANCISCO, CA 94103 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10571.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

///



14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

BY:

ISMAEL G. PUGEDA
COOPER PUGEDA MGMT. INC.

Print Name

Title

PRESIDENT



NONDISCLOSURE AGREEMENT
FOR CORPORATE ENTITIES

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 20 15 (the "Effective Date"), by Cornerstone Transportation Consulting, California corporation with a principal place of business at 44 Montgomery Street, Suite 3360 San Francisco, CA 94104 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

///



14. SEVERABILITY. Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Cornerstone Transportation Consulting, Inc.

BY: A blue ink signature of Wayne H. Perry is written over a horizontal line. The signature is stylized and cursive.

Wayne H. Perry

Print Name

President and CEO

Title



**NONDISCLOSURE AGREEMENT
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 9th day of September, 2015 (the "Effective Date"), by Saylor Consulting Group a California corporation with a principal place of business at 71 J Street St. # 400 SF, CA 94105 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

///



14. SEVERABILITY. Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Saylor Consulting Group

BY:

Natalie Saylor

Natalie Saylor

Print Name

President

Title



NONDISCLOSURE AGREEMENT
FOR CORPORATE ENTITIES

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of AUGUST, 2015 (the "Effective Date"), by STRONG ELECTRIC a CALIFORNIA corporation with a principal place of business at 1381 UNION STREET SAN FRANCISCO, CA 94109 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

///



14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

STRONG ELECTRIC

BY:

ADAM LARNER

Print Name

OWNER

Title



APPENDIX G

NONDISCLOSURE AGREEMENT FOR INDIVIDUAL PERSONS



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of SEPTEMBER, 2015 (the "Effective Date"), by FAITH VARWIG an individual employee of _____ ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

FAITH VARWIG

Print Name

FAITH GROUP

Employer

Principal

Title

930 N. McKnight, St. Louis, MO 63132

Business Address

314.991.2228

Telephone

FAITH@FAITHGROUPLLC.COM

E-mail Address



NONDISCLOSURE AGREEMENT FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 18 day of August, 2015 (the "Effective Date"), by Nathaniel King an individual employee of Faith Group LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:



Nathaniel King

Print Name

Faith Group LLC

Employer

Program Manager

Title

930 N. McKnight, St Louis, MO 63132

Business Address

314-991-2228

Telephone

nat@faithgroupllc.com

E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 9 day of September, 2015 (the "Effective Date"), by Heidi A Benaman an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Heidi A. Benamen

Heidi A. Benamen
Print Name

Faith Group, LLC
Employer

Project Manager
Title

930 N. McKnight Rd St. Louis,
Business Address MO 63132

503-310-4304
Telephone

heidi@faithgroupllc.com
E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of SEPTEMBER, 2015 (the "Effective Date"), by DEBRA A. SCHNUTH an individual employee of FAITH GROUP, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. SEVERABILITY. Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

DEBRA A. SCHNUTH

Print Name

FAITH GROUP, LLC

Employer

PROJECT MANAGEMENT ASSISTANT

Title

930 N MCKNIGHT RD, ST. LOUIS, MO 63132

Business Address

314-991-2228

Telephone

DEBBIE@FAITHGROUPLLC.COM

E-mail Address





**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1st day of September, 20 15 (the "Effective Date"), by Brian Scherrer an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Brian Scherrer

Brian Scherrer
Print Name

Faith Group, LLC
Employer

Consultant
Title

930 N. McKnight Rd. St. Louis, MO 63132
Business Address

314-991-2228
Telephone

brians@faithgroupllc.com
E-mail Address





**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of September, 2015 (the "Effective Date"), by Anthony Hart an individual employee of Faith Group LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 1051141. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Anthony C. Hart

Anthony Hart
Print Name

Faith Group LLC
Employer

Sr Network Eng
Title

930 N. McKnight
Business Address

314 991 2228
Telephone

tony@faithgroupllc.com
E-mail Address





**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 01 day of September, 2015 (the "Effective Date"), by Salvatore Mazzola an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Salvatore Mazzola
Salvatore Mazzola

Print Name

Faith Group, LLC

Employer

Sr. Systems Designer

Title

930 N. McKnight St. Louis, MO 63132

Business Address

314-991-2228

Telephone

Sal@Faithgroupllc.com

E-mail Address





**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 8 day of September, 2015 (the "Effective Date"), by Loren Boyd an individual employee of Earth Grove, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Loren Boyd

Loren Boyd
Print Name

Faith Group, LLC
Employer

Marketing Manager
Title

930 N McKnight Rd, St. Louis, MO 63132
Business Address

314-991-2228
Telephone

loren@faithgroupllc.com
E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1st day of September, 2015 (the "Effective Date"), by Zachary David Varwig an individual employee of Faith Group LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. NO REPRESENTATIONS AND WARRANTIES. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. NO WAIVER. If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. AGREEMENT MADE IN CALIFORNIA; VENUE. This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. AUTHORITY. The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. ENTIRE AGREEMENT. This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. SEVERABILITY. Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Zachary David Varwig
Zachary David Varwig
Print Name

Faith Group LLC
Employer

System Analyst
Title

930 N. McKnight Rd, St. Louis, MO 63130
Business Address

314-991-2228
Telephone

Zach@faithgroupllc.com
E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1st day of September, 2015 (the "Effective Date"), by Brad Richter an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Brad Richter

Brad Richter
Print Name

Faith Group LLC
Employer

CAD Designer
Title

930 N. McKnight Rd St. Louis Mo
Business Address 63132

314 991 2228
Telephone

bradr@faithgroupllc.com
E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of SEPTEMBER, 2015 (the "Effective Date"), by DAVID CAPUTO an individual employee of FAITH GROUP, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

David Caputo

DAVID CAPUTO

Print Name

FAITH GROUP, LLC

Employer

SENIOR ENGINEER

Title

930 NORTH McKNIGHT, ST. LOUIS, MO. 63132

Business Address

314-991-2228

Telephone

dave@faithgroupllc.com

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 8th day of September, 2015 (the "Effective Date"), by JIM HEITZ an individual employee of FAITH GROUP, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.44. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

James D. Hertz

James D Hertz
Print Name

Faith Group, LLC
Employer

Senior Systems Designer
Title

930 W. Mc Knight Rd., St. Louis, MO 63132
Business Address

314-991-2228
Telephone

Jim@faithgroup11e.com
E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 9TH day of SEPTEMBER, 2015 (the "Effective Date"), by KATHERINE FOSTER an individual employee of FAITH GROUP LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Katherine Foster

KATHERINE FOSTER
Print Name

FAITH GROUP LLC
Employer

COST ENGINEER
Title

930 N. MCKNIGHT RD
ST. LOUIS, MO 63132
Business Address

314 991 2228
Telephone

KF@CONSOLIDATED.NET
E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 20 15 (the "Effective Date"), by Arlene Chaves an individual employee of Chaves & Associates ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Arlene Chaves

Arlene Chaves

Print Name

Chaves & Associates

Employer

President

Title

582 Market Street, Suite 1300 San Francisco, CA 94104
Business Address

510-206-3590

Telephone

arlene@chaves-associates.com

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 4 day of September, 2015 (the "Effective Date"), by Khaled Slaggeh an individual employee of Corner Stone Consulting ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. _____. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Khaled Slagter
Khaled Slagter

Print Name

Cornerstone Transportation Consulting

Employer

Project Engineer/Inspector

Title

44 Montgomery St, Suite 3360
San Francisco CA 94104

Business Address

(415) 705-7800

Telephone

mng@cornerstoneconcilium.com

E-mail Address



NONDISCLOSURE AGREEMENT FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 20 15 (the "Effective Date"), by Wayne H. Perry an individual employee of Cornerstone Transportation Consulting, Inc. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:


Wayne H. Perry

Print Name

Cornerstone Transportation Consulting Inc.

Employer

President and CEO

Title

44 Montgomery Street, Suite 3360, San Francisco

Business Address

(415)705-7800 x 235

Telephone

wperry@cornerstoneconcilium.com

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 20 15 (the "Effective Date"), by Ming F. Ng an individual employee of Cornerstone Transportation Consulting Inc. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Ming Ng
Ming F. Ng

Print Name

Cornerstone Transportation Consulting, Inc.

Employer

Vice Preident

Title

44 Montgomery Street, Suite 3360, San Francisco, CA 94104
Business Address

(415)(705-7800 x 234
Telephone

mng@cornerstoneconcilium.com
E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 2015 (the "Effective Date"), by ISMAEL G. PUIGEDA an individual employee of COOPER PUIGEDA MANAGEMENT, INC. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Print Name

Employer

Title

Business Address

Telephone

E-mail Address

[Signature]

ISMAEL G. PUGEDA

COOPER PUGEDA MGMT. INC.

PRESIDENT

65 MCCRYPIN ST., SF, CA 94103

(415) 543-6515

cpmip@cpmservices.com



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of AUGUST, 2015 (the "Effective Date"), by DEL ANDRES an individual employee of CPM SERVICES ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:


Del Andres
DEL ANDRES

Print Name

CPM SERVICES

Employer

SENIOR SCHEDULING ENGINEER
Title

65 McCoppin St. SF. CA 94103
Business Address

415-543-6515
Telephone

DANDRES@CPMSERVICES.COM
E-mail Address



NONDISCLOSURE AGREEMENT FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of August, 20 15 (the "Effective Date"), by William Sorfleet an individual employee of Cooper Pugeda Management, Inc. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "**Confidential Information**" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "**Derivative**" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "**Security Sensitive Information**" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

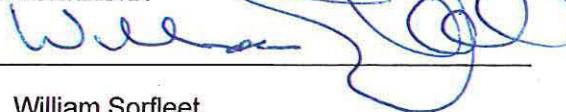
12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:



William Sorfleet

Print Name

Cooper Puga Management, Inc.

Employer

Construction Manager

Title

65 McCoppin Street, SF CA 94103

Business Address

415-971-1742

Telephone

bills@cpmservices.com

E-mail Address



NONDISCLOSURE AGREEMENT FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of August, 2019 (the "Effective Date"), by Mark Gardo an individual employee of CPM Services ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Mark Gardo

Mark Gardo

Print Name

CPM Services

Employer

Const. Manager

Title

65 McCoppin St., SF CA 94103

Business Address

415-543-6515

Telephone

mgardo@cpmservices.com

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of AUGUST, 2015 (the "Effective Date"), by ADAM LARNER an individual employee of STRONG ELECTRIC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

ADAM LARNER

Print Name

STRONG ELECTRIC

Employer

PROJECT MANAGER

Title

1381 UNION STREET

Business Address

415-612-7251

Telephone

ADAM.LARNER@STRONGELECTRIC.COM

E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of August, 2015 (the "Effective Date"), by Jan Slight an individual employee of Saylor Consulting Group ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 12576.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

IAN SLIGHT

Print Name

SAYLOR CONSULTING GROUP

Employer

CHIEF ESTIMATOR

Title

71 STEVENSON ST

Business Address

415 241 3200 399-9990

Telephone

islight@saylorconsulting.com

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by MARTIN CANICAO an individual employee of SAVOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Mg Cd

Martin Canilao
Print Name

Saylor Consulting Group
Employer

Estimator
Title

71 Stevenson St.
Business Address

(415) - 291-3200
Telephone

mcanilao@saylorconsulting.com
E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by DANIEL HUTCHINSON an individual employee of SAVILOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Daniel Hutchinson

Daniel Hutchinson

Print Name

Saylor Consulting Group

Employer

Estimator

Title

71 Stevenson St.

Business Address

(415) 291-3200

Telephone

dhutchinson@saylorconsulting.com

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 20 15 (the "Effective Date"), by Samon Duran an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Ramon Quizon

Ramon Quizon
Print Name

SAYCOR CONSULTING GROUP
Employer

SENIOR ELECTRICAL ESTIMATOR
Title

71 STEVENSON ST
Business Address

415-291-3200
Telephone

RQUIZON@saycorconsulting.com
E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by ASIA ICAN an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 105H.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT: 

ASIA KAN
Print Name

SAYCOR CONSULTING GROUP
Employer

SENIOR ESTIMATOR
Title

71 STEVENSON ST
Business Address

415 291 3200
Telephone

Akan@saylorconsulting.com
E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by DEAN CLEVELAND an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

DEAN CLEVELER
Print Name

SAYLER CONSULTING GROUP
Employer

SENIOR ELECTRICAL ESTIMATOR
Title

71 STEVENSON ST
Business Address

415-291-3200
Telephone

DCLEVELER@saylerconsulting.com
E-mail Address



**NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by GENNADI IGORISMAN an individual employee of SAYOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.91. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

GENNADY KERTZMAN

Print Name

SAYLOR CONSULTING GROUP

Employer

Senior Estimator

Title

71 STEVENSON ST.

Business Address

415 - 291 - 3200

Telephone

GKERTZMAN@SAYLORCONSULTING.COM

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by WAYLAND CHEN an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

WAIKAND CHEN

Print Name

SAYLOR CONSULTING GROUP

Employer

ESTIMATES COORDINATOR

Title

71 STEVENSON ST

Business Address

415-291-3200

Telephone

WCHEN@SAYLORCONSULTING.COM

E-mail Address



NONDISCLOSURE AGREEMENT
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by ANDREW CHALABARDO an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. CONFIDENTIAL INFORMATION. The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (*i.e.*, a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION. The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION. In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

7. REMEDIES. Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. INDEPENDENT KNOWLEDGE. This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:


ANDREW CHALABARDO
Print Name

SAYLER CONSULTING GROUP
Employer

SENIOR ESTIMATOR
Title

71 STANBURY ST
Business Address

415-291-3200
Telephone

ACHALABARDO@sayerconsulting.com
E-mail Address