

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

**Seventh Modification
Contract 9024.9**

THIS MODIFICATION (this "Modification") is made as of **November 1, 2015**, in San Francisco, California, by and between **CAGE Professional Services, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

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

WHEREAS, on June 30, 2011, by Resolution No. 11-0146, the Commission awarded this Agreement to the Contractor; and

WHEREAS, on October 4, 2011, by Resolution Number 11-0221 the Commission approved Modification No. 1 for a new term ending on December 31, 2013; and

WHEREAS, on July 17, 2012, by Resolution Number 12-0158, the Commission approved Modification No. 2; and

WHEREAS, on December 3, 2013, by Resolution Number 13-0248, the Commission approved Modification No. 3 for a new term ending June 30, 2014; and

WHEREAS, on June 17, 2014, by Resolution Number 14-0124, the Commission approved Modification No. 4 for a new term ending December 31, 2014; and

WHEREAS, on December 2, 2014, by Resolution Number 14-0249, the Commission approved Modification No. 5 for a new term ending September 30, 2015; and

WHEREAS, on September 1, 2015, by Resolution Number 15-0171, the Commission approved Modification No. 6 for a new term ending September 30, 2016; and

WHEREAS, City and Contractor desire to administratively modify the Agreement to include new subconsultants and services; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 4099-09/10 on June 2, 2014; and

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

1. Definitions. The following definitions shall apply to this Modification:

a. Agreement. The term "Agreement" shall mean the Agreement dated June 30, 2011 between Contractor and City, as amended by the:

First Amendment,	dated October 4, 2011; and
Second Amendment,	dated July 17, 2012; and
Third Amendment,	dated December 3, 2013; and
Fourth Modification,	dated June 17, 2014; and
Fifth Modification,	dated December 2, 2014; and
Sixth Modification,	dated September 1, 2015

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

2. Supplemental Appendix A.2 Services to be provided by Contractor is hereby amended to include the following:

O. Provide simulation modeling for the entire International Terminal Building (ITB) Baggage Handling System (BHS). The deliverables to be submitted by the contractor include the following:

- a) Functional Specification
- b) Model Development
- c) Verification and validation meeting
- d) Analysis of contingency mode functionality and TS staffing levels
- e) Final Presentation
- f) 3 runtime Automod licenses

P. Perform 3D laser scanning and documentation within the existing baggage handling system area within Boarding Area A and G. The deliverables to be submitted by the contractor include the following:

- a) Scan and Register all targets
- b) Delivery of Point Clouds
- c) Publish TruViews
- d) Delivery of Revit models for scan

3. Appendix B.1.2 Supplemental Supplement to Compensation and Payment is hereby amended as follows:

II. PROVISIONAL INDIRECT COST RATES

B. The provisional indirect cost rate to be applied to Contractor's and subcontractor's direct labor as set forth in Contractor's and subcontractors' submissions shall be:

TABLE 1	
FIRM	PROVISIONAL OVERHEAD RATE
CAGE Professional Services, Inc.	141.59%
KPA Group	179.01%
Chaves & Assoc.	112.20%
EPC Consultants	Field = 106.90% and Home Office = 110.24%
M Lee Corp	131.96%
Apex Testing	76.44%


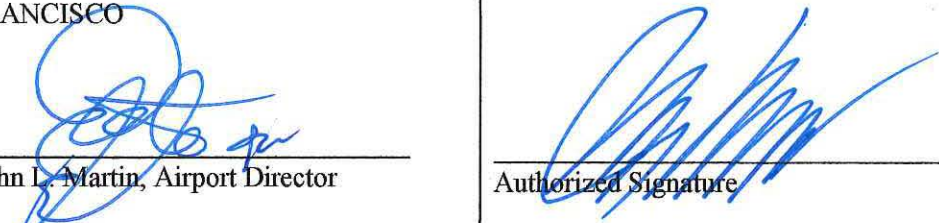

Grindstone Group, LLC	75.52%
Cooper Pugada Management, Inc.	105.21%
Brock Solutions*	N/A
Innovation Technology* Partners, Inc.	N/A

* The method of payment for Brock Solutions and Innovation Technology Partners, Inc., will be based on lump sum. The total lump sum price paid to subcontractor will include compensation for all work and deliverables. No additional compensation will be paid to subcontractor, unless there is a change in the scope of the work. In the instance of a change in the scope of work, adjustment to the total lump sum compensation will be negotiated between subcontractor and SFO. Adjustment in the total lump sum compensation will not be effective until authorized by contract modification and approved by SFO.

4. Effective Date. Each of the modifications set forth herein shall be effective on and after the date of this Modification.

5. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  John L. Martin, Airport Director	 Authorized Signature
Approved as to Form: Dennis J. Herrera City Attorney	John Boodee President CAGE Professional Services, Inc. 6303 Commerce Drive, Suite 150 Irving, Texas 75063 972-550-1001
By:  Randall Parent Deputy City Attorney	81238 City Vendor Number 75-2722503 Federal Employer ID Number