

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

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of **July 17, 2012**, 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, the Commission adopted Resolution Number **11-0146** on **June 30, 2011** which authorized the award of said Agreement for the period of **June 30, 2011 through December 31, 2011**; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the Agreement amount and to modify FAR compliant consultant overhead rates as approved by risk management; and

WHEREAS, Commission approved this Modification number 2 pursuant to Resolution Number **12-0158** on **July 17, 2012**; and

WHEREAS, approval for this Amendment was obtained when the Department of Human Resources approved Contract number PSC #4099-09/10 on February 22, 2013; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

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

**1. Definitions.** The following definitions shall apply to this Amendment:

**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**

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

**2. Section 5. Compensation** is hereby amended to:

- a. Increase the total compensation payable by an amount not to exceed Seven Hundred Eighty Thousand Eight Hundred Dollars (\$780,800) for a new total not to exceed amount of Six Million One Hundred Eighty-nine Thousand Seven Hundred Fourteen Dollars (\$6,189,714).

- b. Appendix B.1 is hereby modified to incorporate updated provisional overhead rates and is attached to this second amendment as Appendix B.1.1.
  - c. Appendix C.1 is hereby deleted in its entirety and replaced with revised C.1.1 attached to this second amendment.
  - d. Appendix C.2 is hereby deleted in its entirety and replaced with revised C.2.1 attached to this second amendment.
  - e. Appendix C.3 is hereby deleted in its entirety and replaced with revised C.3.1 attached to this second amendment.
3. **Revised Section 8. Submitting False Claims; Monetary Penalties** is hereby replaced in its entirety to read as follows:

**8. Submitting False Claims; Monetary Penalties.**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at: <http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco>

**ca** A contractor, subcontractor or consultant 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.

4. **Revised Section 33. Federal Non-Discrimination Provisions** is hereby replaced in its entirety to read as follows:

**33. Federal Non-Discrimination Provisions**

**49 CFR Part 21.** 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 herein. 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.

**49 CFR Part 23.** This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 Code of Federal Regulations, Part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 Code of Federal Regulations Part 23. Contractor agrees to include the above statements in any subsequent contract covered by 49 Code of Federal Regulations, Part 23, that it enters and cause those businesses to similarly 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.

**5. Revised Section 43. Requiring Minimum Compensation for Covered Employees** is hereby replaced in its entirety to read as follows:

**43. Requiring Minimum Compensation for Covered Employees**

a. 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 herein 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](http://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.

b. 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.

c. 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 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. 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.

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

f. 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.

g. 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.

h. 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.

i. 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.

**6. Revised Section 44. Requiring Health Benefits for Covered Employees** is hereby replaced in its entirety to read as follows:

**44. Requiring Health Benefits for Covered Employees.**

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 herein. The text of the HCAO is available on the web at [www.sfgov.org/olsc](http://www.sfgov.org/olsc). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

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

i. 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.

j. 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 business days to respond.

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

l. 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.

**7. Section 64, Labor Peace / Card Check Rule is deleted in its entirety and replaced with the following:**

**64. Labor Peace / Card Check Rule.** Without limiting the generality of other provisions herein 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.

**8. Section 25, Notices to the Parties is deleted in its entirety and replaced with the following:**

**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, or by e-mail, and shall be addressed as follows:

To City: Greg McCarthy  
Project Manager  
San Francisco International Airport  
Airport Development & Technology Division  
P.O. Box 8097  
San Francisco, California 94128  
Email: [greg.mccarthy@flysfo.com](mailto:greg.mccarthy@flysfo.com)  
FAX: (650) 821-5304

To Contractor: Terry Brennan

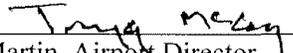
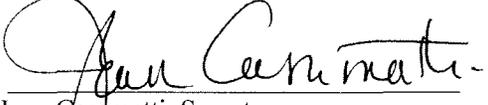
Construction Manager  
CAGE Inc.  
6303 Commerce Drive, Suite 150  
Irving, Texas 75063  
Email: [tbrennan@cage-inc.com](mailto:tbrennan@cage-inc.com)  
FAX: (972) 550-9221

Any notice of default must be sent by registered mail.

**9. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 17, 2012.

**10. Legal Effect.** Except as expressly modified by this Amendment, 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 Amendment as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  44 John L. Martin, Airport Director	 Authorized Signature 5/2/2013
Attest:	John Boodee Printed Name
By:  Jean Garamatti, Secretary Airport Commission	President Title
Resolution No: 12-0158	CAGE Professional Services, Inc. Company Name
Adopted on: July 17, 2012	81238 City Vendor Number
Approved as to Form:	6303 Commerce Drive, Suite 150 Address
Dennis J. Herrera City Attorney	Irving, Texas 75063 City, State, ZIP
By:  Kathryn Luhe Deputy City Attorney	972-550-1001 Telephone Number
	75-2722503 Federal Employer ID Number

**Appendix B.1.1, Compensation and Payment**

**FORM OF  
PROVISIONAL INDIRECT COST RATE AGREEMENT**

This is revised Appendix B.1.1 attached to, and incorporated by reference in the Agreement made on **June 30, 2011** between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **CAGE Professional Services Inc.** (Contractor) providing for construction management services for the International Terminal and Terminal 3, Boarding Area F Checked Baggage Inspection System Modernization and International Terminal Baggage Handling System Improvements Project. Pursuant to Agreement No. 9024.9 between the parties, the Cost Principles contained in FAR, and practices required by the applicable Cost Accounting Standards in FAR, **CAGE Professional Services Inc.** (hereinafter referred to as "CONTRACTOR") and the CITY AND COUNTY OF SAN FRANCISCO, AIRPORT COMMISSION (hereinafter referred to as "City") agree as follows:

**II. PROVISIONAL INDIRECT COST RATES**

This Agreement will employ a temporary provisional indirect cost rate which has been established for award of the Agreement and reimbursement of indirect cost pending the establishment of a final indirect cost rate for the period of time when the services were performed. The provisional indirect cost rates set forth in this Agreement are applicable to all services in the Services to be provided by Contractor identified in Appendix A or in Modifications issued by the City, pending the determination of the final indirect cost rates for Contractor or certain subcontractors.

- 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:

<b>TABLE 1</b>	
<b>FIRM</b>	<b>PROVISIONAL OVERHEAD RATE</b>
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%

Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement and appendices shall remain unchanged and in full force and effect.



TASK-1 --- Planning / Programming and Design																					
Position	CAGE Inc			KPA Group + Subs			EPC Consultants			CHAVES & Assoc			M Lee Corporation			APEX Testing Labs			Grindstone Group		
	Hours	Rate	Extended Cost	Hours	Rate	Extended Cost	Hours	Rate	Extended Cost	Hours	Rate	Extended Cost	Hours	Rate	Extended Cost	Hours	Rate	Extended Cost	Hours	Rate	Extended Cost
Principal	0	\$ 225	\$ -	54	\$ 205	\$ 11,070															
Associate				124	\$ 173	\$ 21,452				120	\$ 181	\$ 21,720									
Construction Manager PH 1	805	\$ 138	\$ 111,093																		
Construction Manager PH 2	101	\$ 160	\$ 16,160																		
Cost Estimator													92	\$ 176	\$ 16,192						
Project Controls Manager							368	\$ 166	\$ 61,088										160	\$ 84	\$ 13,366
Senior Project Manager	100	\$ 128	\$ 12,800																		
Project Coordinator		\$ 140																			
Senior Software Specialist	190	\$ 138	\$ 26,220																		
Senior Controls Engineer	220	\$ 125	\$ 27,500																		
Senior Mechanical Engineer	190	\$ 123	\$ 23,370	54	\$ 165	\$ 8,910															
Senior Engineer / Architect				80	\$ 195	\$ 15,600															
Engineer / Architect		\$ 105		54	\$ 150	\$ 8,100															
Document Controller										361	\$ 117	\$ 42,237									
Technical Writer	96	\$ 96	\$ 9,216																		
PM Field Operations	192	\$ 132	\$ 25,344																		
Site Manager/ Commissioning Specialist	384	\$ 102	\$ 39,168																		
Testing/Check-out Specialist		\$ 94																			
Project Analyst	40	\$ 81	\$ 3,240																		
QA/QC	80	\$ 76	\$ 6,080																		
First Source Hiring		\$ 25																			
Office Engineer							336	\$ 81	\$ 27,216												
CADD																					
<b>SUBTOTALS</b>	<b>2398</b>	<b>\$ 300,191</b>		<b>366</b>	<b>\$ 65,132</b>		<b>704</b>	<b>\$ 88,304</b>		<b>481</b>	<b>\$ 63,957</b>		<b>92</b>	<b>\$ 16,192</b>		<b>0</b>	<b>\$ -</b>		<b>160</b>	<b>\$ 13,366</b>	
Reimbursable Expenses		\$ 19,331			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -	
<b>SUBTOTAL</b>		<b>\$ 319,522</b>			<b>\$ 65,132</b>			<b>\$ 88,304</b>			<b>\$ 63,957</b>			<b>\$ 16,192</b>			<b>\$ -</b>			<b>\$ 13,366</b>	
<b>Grand Total Labor</b>		<b>\$ 566,474</b>																			
<b>Grand Total Expenses</b>		<b>\$ 19,331</b>																			
<b>PROJECT TOTAL TASK 1</b>		<b>\$ 585,805</b>																			
SFO First Source Hiring		\$ -																			
<b>GRAND TOTAL</b>		<b>\$ 585,805</b>																			

Rev 2 April 30, 2013

# Management Staffing Plan --- Estimated Monthly Man-Loading Projections

Position	Grand Totals	Totals Task 1	Totals Task 2	Totals Task 3	2011						2012						2013												TASK						
					Task 1						Task 2 & 3						Task 2 & 3																		
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		25	26	27	28	29	30
Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13					
Principal	0	0	0	0																										PMO					
Construction Manager PH1	1197	805	361	131		161	161	161	161	161	80	40	40	40	40	8	8	8	8	8	8	8	8	8	8	8	8	8	8	Construction Manager PH1/TSA Design Review/Submittals					
Construction Manager PH2	3964	100	2576	1288		20	20	20	20	20	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	Construction Manager Task 2&3					
Senior Project Manager	100	100	0	0		20	20	20	20	20																				Sub-Contractor Administration					
Senior Software Specialist	190	190				20	100			70																				VE/PGDS Compliance / Functionality / Constructability Task 1					
Senior Software Specialist	672	0	672										32		32		32		32		32		32		32		32		32	Test plan reviews - Task 2					
Senior Software Specialist	280	0		280									20		20		20		20		20		20		20		20		20	Test plan reviews - Task 3					
Senior Controls Engineer	220	220				20	120			80																				VE/PGDS Compliance / Functionality / Constructability Task 1					
Senior Controls Engineer	732	0	732										42		42		42		42		42		42		42		42		42	TSA/FAT/SAT/Lower level controls validation/Test plan reviews -Task 2					
Senior Controls Engineer	280	0		280									20		20		20		20		20		20		20		20		20	Test plan reviews - Task 3					
Senior Mechanical Engineer	300	300				20	180			100																				VE/PGDS Compliance / Functionality / Constructability Task 1					
Senior Mechanical Engineer	730	0	730										70		70		70		70		70		70		70		70		70	TSA/FAT/SAT/Lower level controls validation/Test plan reviews -Task 2					
Senior Mechanical Engineer	240	0		240									40		40		40		40		40		40		40		40		40	Test plan reviews - Task 3					
Technical Writer	96	96				32	32			32																				VE/PGDS Compliance / Functionality / Constructability Task 1					
PM Field Operations	416	192	149	75		64	32	32	32	32	32	16	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	TSA/FAT/SAT/Lower level controls validation/Test plan reviews -Task 2					
Site Manager/ Commissioning Specialist ITB Task 2 & 3	2935	192	2495	1248		64	32	32	32	32	40	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	161	Field Coordination/Reporting/Tie-in/Cut-Over Plans/Phasing Plans					
Testing/Check-out Specialist	966	0	966																											ITB/T3 Testing support					
Site Coordinator	3703	0	2469	1234																										ITB/T3 Testing support					
Site Manager/ Commissioning Specialist T3 Task 2	3476	192	3284			64	32	32	32	32	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	T3 Site Manager					
Testing/Check-out Specialist	0	0	0																																
Testing/Check-out Specialist	0	0	0																																
Project Analyst	232	40	128	64		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	Invoicing/Cost control					
QA/QC Manager	464	80	256	128		16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	Quality Assurance/Control					
<b>CAGE TOTALS</b>	<b>22193</b>	<b>2507</b>	<b>14718</b>	<b>4968</b>	<b>0</b>	<b>509</b>	<b>753</b>	<b>321</b>	<b>321</b>	<b>603</b>	<b>353</b>	<b>579</b>	<b>795</b>	<b>571</b>	<b>940</b>	<b>684</b>	<b>908</b>	<b>684</b>	<b>908</b>	<b>1004</b>	<b>908</b>	<b>974</b>	<b>989</b>	<b>1005</b>	<b>989</b>	<b>985</b>	<b>989</b>	<b>845</b>	<b>808</b>	<b>684</b>	<b>684</b>				
<b>KPA Architects + Subs</b>																																			
Principal	142	54	59	29		18				18																				Architectural Reviews					
Project Architect	81	54	18	9		18				18																				Architectural Reviews					
Senior Engineer	136	80	37	19		25				25																				Architectural Reviews					
Project Engineer	102	54	32	16		18				18																				Architectural Reviews					
Glumac(sub-consultant)	128	64	43	21		16				16																				Mech. Plumb, Fire protection Review					
FW&A(sub-consultant)	148	60	59	29		20				20																				Electrical Review					
<b>EPC Consulting</b>	<b>737</b>	<b>366</b>	<b>248</b>	<b>123</b>	<b>115</b>	<b>136</b>				<b>115</b>	<b>95</b>																								
Project Controls Manager	2040	368	1115	557		64	72	72	80	80	80	72	72	72	64	64	64	64	64	64	64	64	64	64	64	64	64	64	64	TSA/Contractor Invoice Review Submittals					
Office Engineer	2104	336	1179	589		64	64	64	72	72	72	80	80	80	80	80	80	72	72	72	64	64	64	64	64	64	64	64	64	TSA/Contractor Invoice Review Submittals					
<b>M Lee Corporation</b>	<b>4144</b>	<b>704</b>	<b>2304</b>	<b>1146</b>	<b>0</b>	<b>128</b>	<b>136</b>	<b>136</b>	<b>152</b>	<b>152</b>	<b>152</b>	<b>152</b>	<b>152</b>	<b>152</b>	<b>144</b>	<b>144</b>	<b>144</b>	<b>136</b>	<b>136</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>128</b>	<b>144</b>	<b>144</b>	<b>144</b>	<b>144</b>	<b>144</b>	<b>160</b>	<b>160</b>	<b>152</b>	<b>144</b>			
Cost Estimator	227	92	135			46			46																					TSA/Contractor Invoice Review Submittals					
<b>CHAVES &amp; Assoc</b>	<b>227</b>	<b>92</b>	<b>135</b>			46			46																										
Associate	120	120				40	40			40																									
Document Controller	1331	361	840	130		161	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	Document Control - Allowance					
<b>Grindstone Group</b>	<b>1451</b>	<b>481</b>	<b>840</b>	<b>130</b>	<b>201</b>	<b>80</b>	<b>80</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>40</b>			
Senior Project Manager	320		160	160																											Commissioning Support				
<b>APEX Testing Labs</b>	<b>320</b>		<b>160</b>	<b>160</b>																															
Principal Engineer	120		120																												Testing Support Task 2 - Allowance				
Technician	240		240																												Testing Support Task 2 - Allowance				
<b>Grand Totals</b>	<b>29432</b>	<b>4150</b>	<b>18755</b>	<b>6527</b>	<b>316</b>	<b>717</b>	<b>1151</b>	<b>497</b>	<b>559</b>	<b>910</b>	<b>545</b>	<b>771</b>	<b>1082</b>	<b>763</b>	<b>1124</b>	<b>868</b>	<b>1092</b>	<b>869</b>	<b>1188</b>	<b>869</b>	<b>1085</b>	<b>1190</b>	<b>1094</b>	<b>1160</b>	<b>1182</b>	<b>1293</b>	<b>1182</b>	<b>1178</b>	<b>1182</b>	<b>1029</b>	<b>1008</b>	<b>970</b>	<b>1090</b>	<b>868</b>	<b>Revised 4/30/2013</b>

SFO CM Services - RFP# 9024.9

<b>LEGEND</b>
Task 1
Task 2 & 3
Task 2
Task 3



HOURLY BILLING RATES							
	141.59%	179.01%	112.20%	106.90%	131.96%	76.44%	75.52%
Position	CAGE	KPA Group + Sub-Consultants	CHAVES & Assoc	EPC Consultants	ML Corp	APEX Testing	Grindstone Group
Principal	\$ 225	\$ 205				\$ 125	
Associate		\$ 173	\$ 181				
Construction Manager PH 1	\$ 138						
Construction Manager PH 2	\$ 160						
Cost Estimator					\$ 176		
Project Controls Manager				\$ 166			
Senior Project Manager	\$ 128						\$ 84
Project Coordinator	\$ 140						
Senior Software Specialist	\$ 138						
Senior Controls Engineer	\$ 125						
Senior Mechanical Engineer	\$ 123	\$ 165					
Senior Engineer / Architect		\$ 195					
Engineer / Architect / Designer	\$ 105	\$ 150				\$ 85	
Document Controller			\$ 117				
Technical Writer	\$ 96						
PM Field Operations	\$ 132						
Commissioning Manager	\$ 125						
Site Manager/ Commissioning Specialist	\$ 102						
Testing/Check-out Specialist	\$ 94						
Project Analyst	\$ 81						
QA/QC	\$ 76						
First Source Hiring	\$ 25						
Office Engineer				\$ 81			
CADD		\$60 - \$90					

Construction Management Services For The International Terminal and Terminal 3 Boarding Area F CBIS  
 Modernization and International Terminal BHS Improvements Project RFP No. 9024.9