

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **October 4, 2011**, 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 incorporate construction management support services for Task 2, 3 and 4, increase the Agreement amount by \$4,823,109 and increase the Agreement duration for thirty months; and

WHEREAS, Commission approved this First Amendment pursuant to Resolution Number **11-0221** on **October 4, 2011**; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC #4099-09/10 on June 6, 2011; and

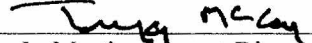

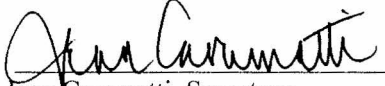
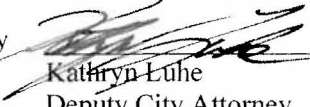
NOW, THEREFORE, Contractor and the City agree as follows:

- 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.
  - b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for **an additional twenty-four months** for a new ending date of **December 31, 2013**.
- 3. Section 4. Services Contractor agrees** to perform of the Agreement is amended to incorporate construction management services as detailed on Appendix A.1 attached hereto and incorporated by reference.
- 4. Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **\$4,823,109** for a new total not to exceed amount of **\$5,408,914**.

**5. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after date of this First Amendment.

**6. 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:  John L. Martin, Airport Director	 Authorized Signature
Attest:	John Boodée Printed Name
By:  Jean Caramatti, Secretary Airport Commission	President Title
Resolution No: 11-0221	CAGE Professional Services, Inc. Company Name
Adopted on: October 4, 2011	81238 City Vendor Number
Approved as to Form:	6440 N. Beltline Road, Suite 125 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 A.1**  
**Services to be provided by Contractor**

This Appendix A.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 Boarding Area F Checked Baggage Inspection System Modernization Program, and the International Terminal Baggage Handling System Improvements Project.

The following construction management services are incorporated into the Agreement:

**CONSTRUCTION MANAGEMENT SCOPE DESCRIPTION (for Tasks 2, 3 and 4)**

The Contractor shall provide all labor, materials, equipment and services to provide the following construction management services:

**A. Project Controls and Reporting.**

1. The Contractor shall provide a comprehensive project control system that has been successfully deployed and approved by the Commission. The project controls and reporting system shall be capable of complying with the reporting requirements mandated for federally funded projects. The Contractor shall recommend a format to use for deliverables and shall adjust the format to meet the requirements of the Airport.
2. The Contractor's deliverables and reports shall be in electronic format compatible with the Airport's current software applications and must be accompanied by multiple hard copy color duplicates, unless alternatives are proposed and accepted for use by the Airport.
3. The following Project deliverables shall be provided by the Contractor during all tasks and phases of the Project:
  - a. Monthly Cost Reports:
    - (i) Prepare and submit monthly cost and budget reports;
    - (ii) Monitor actual Project costs, including costs and payments to Contractors and Contractors;

- (iii) Monitor expenditures incurred by Airport staff and all Project participants;
- (iv) Prepare monthly cash flow and trend reports and additional reports as may be requested by the Airport; and
- (v) Anticipate and report all potential Project issues. Provide cost recovery recommendations on a monthly basis.

b. Monthly Schedule Reports

Updated Schedule: Monitor progress in relationship to the existing baseline schedules. Prepare detailed monthly schedule reports and schedule trend reports. Provide schedule recovery recommendations on a monthly basis.

c. Monthly Progress Reports

Provide a monthly report including a concise executive summary and a comprehensive matrix of significant project achievements, risks and problems, responsible parties, and anticipated resolution date. The Contractor will provide a critique of the work product of the designer and the design-build Contractor. Report information will not carry over from month to month.

- (i) Prepare Project progress reports: Reports shall be developed to the appropriate level suitable for distribution to different management levels within the Airport organization as well as the TSA and airlines. Provide reports monthly, quarterly, annually, or at frequencies specified by the Airport.
- (ii) Collect scope, schedule and budget data from information provided by Airport staff, other Contractors and Contractors, and outside agencies. Compile and present the information in a comprehensive format.
- (iii) Provide a monthly status, cost and schedule reports in accordance with TSA and Airport guidelines. Include an executive summary; listing of significant issues, responsible parties and anticipated resolution dates; reports on payments, cash flow, and cost trends; and a detailed progress schedule, tracked against the original baseline schedule.

d. Construction Manager's Monthly Report.

The Contractor will submit a written monthly report to the Airport detailing services provided to the Airport under this Agreement. The Contractor will report on its progress and document any problems known by the Contractor in performing the work.

- e. The Project will be managed by the Contractor to comply with the terms of the OTA and maintain reimbursement eligibility. The Contractor will be responsible for the management, reporting, implementation, and compliance with the terms and conditions of the OTA which is Appendix D of this agreement.

## **B. Project Scheduling Services**

1. The Contractor shall:
  - a. Compile and validate Project schedules from all Airport designers, Contractors, and/or design-builders, as well as external agencies.
  - b. Generate Project schedules, including all design phase schedules.
  - c. Develop, review, and monitor Project schedules at various levels appropriate to the required management level during all Project phases.
  - d. Identify and analyze dependencies, controls, and interfaces between the Project, with other airport operational activities, and/or with external projects. Perform Project analysis sequences to optimize project implementation.
  - e. Review and monitor construction schedules and coordinate schedules with other Airport projects.
  - f. Provide schedule reporting and analysis services at the appropriate management level.
  - g. Review and verify written daily, weekly and monthly phasing, installation, cutover and contingency plans with the design-build Contractor and lead coordination meetings with Airport, TSA and airline stakeholders as necessary. Written reports shall be timely and with sufficient notice before work commences.

## **C. Project Budget Services**

1. The Contractor shall support the Airport's financial analyses by:
  - a. Preparing and reviewing Project hard and soft cost budget estimates resulting in the establishment of a Project budget.
  - b. Review actual costs reports, invoices, and supporting documentation against the Project budget. Verify the accuracy of segregated TSA reimbursable costs and Airport costs and summarize actual costs for each funding source.
  - c. Provide Project level cost and trend management services for design, Contractor and design-build costs, segregated by TSA and Airport funding sources.
  - d. Provide a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction, and engineer's estimates.
  - e. Establish a cost management system in alignment with, and supportive of, the Airport's budgeting and accounting requirements and systems.
  - f. Establish, review, and support management of appropriate budgetary contingencies and reviewing Project risks.

- g. Provide budget and funding report services, documenting sources of funds, and provide cash flow projections for the Project.
- h. Develop and maintain procedures to forecast Project costs and advise the Airport on corrective actions if budget forecasts are to be exceeded.
- i. Prepare reports and maintain compliance with all OTA and federal regulations, including invoice preparation and tracking.

**D. Document Control Services**

- 1. The Contractor shall:
  - a. Maintain files of all Project documentation in an integrated, accessible electronic format with a hard copy stored in a retrievable system.
  - b. Maintain status logs of Project documents such as: design activities and status reports, requests for information, submittals, substitution requests, etc.
  - c. Assess current computerized document control/reporting systems and recommend upgrades or replacements to support the Project and all associated projects.
  - d. Develop and maintain systems for the efficient distribution of Project documents to Contractors, agencies, City departments, and other stakeholders as directed.

**E. Project Coordination**

- 1. The Contractor shall:
  - a. Assist Airport staff with Project coordination and development efforts with Airport operations, airlines, TSA and other stakeholders.
  - b. Assist with the establishment, implementation, and modification of Project administrative procedures, including contract preparation.
  - c. Implement and support a timely Action Item system to track key Project activities, naming the person responsible for each action item and due date.
  - d. Coordinate and document stakeholder programming and design review input.
  - e. Assist Airport staff with identifying and coordinating Airport and tenant utilities and existing conditions infrastructure documentation.
  - f. Assist Airport staff with TSA security systems and equipment coordination.
  - g. Assist Airport staff with maintaining active terminal operations, phasing, protection, environmental issues, off-hours work, utility cutovers and associated activities.

- h. Document all meetings for the duration of the Project. Meeting reports will be written only by qualified Contractor staff experienced in the subject matter. In order to enhance productivity, the Contractor will provide a concise meeting format including brief description, the individual responsible, and due date. The Contractor will limit meeting discussions and adjust participation, as much as possible, to those individuals directly responsible for the subject matter. The Contractor will distribute weekly meeting look ahead schedules, including limited invitation lists.
- i. Initiate communication first with the Airport Project Manager on Project related issues as a pre-requisite to discussions with other Airport, airline and TSA management and staff. The Contractor shall report all discussions initiated by other Airport, airline and TSA management and staff to the Airport Project Manager. The Contractor shall only accept direction from the Airport Project Manager.
- j. Establish email communication standards. These communication standards, to be implemented by the Airport Project Manager, designer, and Contractor, shall be structured to limit communication to factual discussion and is addressed only to those individuals directly involved unless directed otherwise by the Airport Project Manager. The standards shall specify that individual responses to email received will not be transmitted "reply to all" unless justified. Emails will not be copied or forwarded to supervisors without prior agreement. Extended discussions will be by telephone, with the result documented by email.

#### **F. Project Planning**

- 1. The Contractor shall:
  - a. Assist with planning and programming studies, which may include special engineering studies and reports such as seismic analysis, facility condition assessments, geotechnical/hazmat investigations, etc.
  - a. Assist with pre-design and/or pre-construction activities.

#### **G. Design Management Services**

- 1. The Contractor shall:
  - a. Provide third party, peer, and quality assurance reviews of design deliverables and construction documents.
  - b. Provide management and administration of professional services and/or construction contracts (including any design-build contracts).
  - c. Provide design oversight, monitor design progress and deliverables and recommend corrective action when required.



- d. Assist in the development of Project design standards.
- e. Support the Airport's Public Information and Community Outreach program with suitable documentation in a variety of media.
- f. Provide 100% design submittal reviews for constructability, functionality, building code and PGDS compliance for the baggage handling systems, architectural, structural, vertical transportation, mechanical, electrical, fire protection and special systems.
- g. Track and participate in the design build Contractor's BIM modeling and design coordination process.
- h. Track the design build Contractor's permitting process with the Airport Building Inspection and Code Authority (BICE).
- i. Track and document all design review comments by the TSA, Airport, airlines and other stakeholders.
- j. Provide requested conceptual or schematic design review services in support of the Project as directed by the Airport.

#### **H. Construction Administration Services**

- 1. The Contractor shall:
  - a. Review all design/builder drawings/specifications, shop drawings, submittals, and any other design documents and provide review comments to the Airport.
  - b. Develop a punch list at design/build substantial completion.
  - c. Provide any necessary support for design management services.
  - d. Ensure the efficient, timely and synchronous scheduling and coordination of all design and construction aspects of the Project.

#### **I. Construction Management Services**

- 1. The Contractor shall:
  - a. Review construction documents for constructability, impact to Airport operations, and consistency with the Project schedule and provide review comments to the Airport.
  - b. Review construction work plans and provide review comments to the Airport.
  - c. Report on and participate in the construction trade subcontract procurement process for design-build work.

- d. Review and/or prepare construction quality assurance/quality control plans and provide review comments to the Airport.
- e. Provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work.
- f. Monitor environmental inspection for Contractor's compliance with environmental regulations.
- g. Examine materials and equipment being incorporated into the work to verify that they are handled, stored, and installed properly.
- h. Coordinate or procure the services of testing laboratories to assure that the proper number and type of tests are being performed in a timely manner.
- i. Provide special inspections and materials testing as required.
- j. Prepare inspection and engineer's reports for submission to the Airport.
- k. Manage the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between Contractors and the Airport. The Contractor shall maintain a log of all submittals. Review as-built documentation, maintenance manuals and training requirements. Coordinate training with maintainers.
- l. Identify problems encountered in accomplishing the work and recommend appropriate action to the Airport in order to resolve problems with a minimum effect on the timely completion of the Project.
- m. Maintain a log of any requests for information and prepare the Airport's non-technical responses.
- n. Review and recommend progress pay requests and provide review comments to the Airport.
- o. Review Contractor reports, as-built drawings, and other construction documentation and ensure information is captured in the Airport's record keeping system.
- p. Attend job site meetings and prepare meeting minutes. The Contractor shall review and communicate information presented.
- q. Monitor compliance by all Airport Contractors on the Project with all contract terms and conditions including, but not limited to, federal requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
- r. Administer the evaluation and negotiation of change orders and prepare and process change orders and contract modifications.
- s. Manage activation activities and prepare written status reports.

- t. Conduct final inspections prior to Project acceptance, notify the Airport in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the Project.
- u. Perform project closeout activities.
- v. Support dispute and/or claim resolution analysis and reconciliation efforts.
- w. Review and validate the design build Contractors Task Order cost estimates for both hard and soft costs. Track overall budgeting against the TSA OTA estimate. Track the design build Contractor's monthly invoice cost breakdown against the Task Order line item budgets, and identify cost trends to determine monthly budget forecasts.
- x. Track the design build Contractor's daily, weekly and monthly schedules. Scheduling analysis will emphasize phasing and cutovers in an operational environment.
- y. Review the design build Contractor's monthly invoices; including design build Contractor's documentation of actual costs, as required under the Federal Actual Cost plus Fixed Fee contract. Actual cost documentation, including electronic certified payrolls (labor time cards) and material and equipment receipts must be referenced to each Task Order budget line item.
- z. Prepare invoice summaries for all Airport, Airport design Contractors, Contractor and design build costs that are eligible for reimbursement by the TSA under the OTA. Assist the Airport in preparing invoices to the TSA.
- aa. Attend and review simulations and Factory Acceptance Testing.
- bb. Initiate meetings and communication with all stakeholders to achieve a collaborative process. Meetings will be written by qualified Contractor staff, using a concise spreadsheet format, with parties responsible and due dates listed.
- cc. Lead daily construction and operations interface meetings with Airport, TSA and airline operations and maintenance managers.
- dd. Coordinate construction phasing, cutover and contingency planning with design build Contractor and all Airport, TSA and airline stakeholders. Planning for uninterrupted operations will override all other considerations. All work activities will have a detailed written plan and a contingency plan, approved by the Airport, TSA and airline operations and maintenance managers prior to the work proceeding.
- ee. Establish construction quality standards with Airport approval, based on documented mockups with digital photos.
- ff. Coordinate construction and conduct necessary quality control measures of architectural, structural, vertical transportation, mechanical, electrical, fire protection and special systems.

- gg. Provide a record of daily installation progress and quality control inspections with digital photos.
- hh. Review the design build Contractor's safety plan documentation, education and enforcement.
- ii. Attend BICE inspections.
- jj. Coordinate TSA progress inspections, screening equipment deliveries and installation.
- kk. Coordinate TSA Integrated Site Acceptance Test (ISAT) certification processes. Multiple ISAT certifications will be necessary due to construction phasing.
- ll. Coordinate Airport's BHS site acceptance tests, and stress test demonstrations.
- mm. Provide for Special Inspections by a California licensed testing and inspection agency for concrete, structural steel and attachments.
- nn. Provide timely meeting reports and an issues/action logs, with responsible party and due dates.
- oo. Coordinate requests for information (RFI) by the design build Contractor, and obtain responses from the designer, Airport or airline stakeholders. Provide an RFI log and a track and identify late responses.
- pp. Review requests for scope changes and provide recommendations to the Airport for approval. Review Task Order budgets submitted by the design build Contractor for scope changes and provide independent estimates for Airport approval. Track pending and approved scope changes and identify late responses.
- qq. Provide a coordinated punch list for completed construction, including the lists from Contractor inspections, Airport's designer, and BICE, TSA, Airport and airline stakeholders.
- rr. Provide administrative support to the Airport Project Manager.
- ss. Provide documentation and participate in the coordination of Federal audits.

### **3. REPORTS**

Contractor shall submit written reports as requested by the Design & Construction. Format for the content of such reports shall be determined by the Design & Construction. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

### **4. DEPARTMENT LIAISON**

In performing the services provided for in this Agreement, Contractor's liaison with the Design & Construction will be Tom Rodrigues.