

**City and County of San Francisco
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, California 94102**

Amendment No. 5

CS-109, Specialized Engineering Services for Recycled Water Projects

THIS AMENDMENT (this “Amendment”) is made as of [Insert date], in San Francisco, California, by and between Kennedy Jenks Consultants/Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, JV (KJ/Sheikh/WRE. JV) (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount; and

WHEREAS, On May 20, 2010, the City competitively procured the Agreement in accordance with San Francisco Administrative Code Section 6.40 through a Request for Proposals, and this Amendment is consistent therewith; and

WHEREAS, On April 19, 2010, the San Francisco Public Utilities Commission obtained approval for the original Agreement from the Civil Service Commission under PSC number 4124-09/10 in the amount of \$3,700,000 for the period commencing July 1, 2010 and ending June 30, 2015; and

WHEREAS, On January 29, 2024, the SFPUC obtained approval for this Amendment from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 4124-09/10 in the amount of \$1,000,000 for the period commencing December 1, 2024 and ending November 30, 2027; and

WHEREAS, On February 27, 2024, the City’s Public Utilities Commission approved this Amendment by Resolution No. 24-0045; and

WHEREAS, On [Insert date of Board action], the City’s Board of Supervisors approved this Amendment pursuant to San Francisco Charter Section 9.118 by Resolution No. [Insert resolution number].

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

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

1a. Agreement. The term “Agreement” shall mean the Agreement dated October 26, 2010 between Contractor and City, as amended by the:

First Amendment, dated December 11, 2015, and
Second Amendment, dated January 29, 2018, and
Third Amendment, dated September 21, 2020, and
Fourth Amendment, dated August 16, 2022

2. Amendments to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. *Section 2 of the Agreement currently reads as follows:*

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to May 31, 2024.**

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to November 30, 2027.**

2b. Section 5. *Section 5 of the Agreement currently reads as follows:*

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, 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 **Nine Million Nine Hundred Fifty Thousand Dollars (\$9,950,000)**. 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 herein. 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 San Francisco Public Utilities 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.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General

Manager of the Public Utilities Commission, 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 **Ten Million Nine Hundred Fifty Thousand Dollars (\$10,950,000)**. 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 herein. 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 San Francisco Public Utilities 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.

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The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

4. 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

KJ/Sheikh/WRE, JV

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[Insert name of authorized representative]
[Insert title]

City Supplier Number: 0000016857

Approved as to Form:

David Chiu
City Attorney

By: _____
Randy Parent
Deputy City Attorney