

**City and County of San Francisco
525 Golden Gate Avenue
San Francisco, CA 94102**

Third Amendment

PRO.0028, New Headworks Facility Construction Management (CM) Staff Augmentation Services

THIS **THIRD** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **HDR Engineering, Inc.** (“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, SFPUC competitively selected Contractor pursuant to a Request for Proposals entitled PRO.0028, New Headworks Facility Construction Management (CM) Staff Augmentation Services issued through Sourcing Event ID **PRO.0028** and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on **May 6, 2024** from the **Department of Human Resources on behalf of the Civil Service Commission** under PSC number **44553-16/17** in the amount of **\$125,680,626** for the period of **11 years and 17 weeks**; and

WHEREAS, this Amendment is consistent with an approval obtained from City’s San Francisco Public Utilities Commission under **24-0123** approved on **May 28, 2024** in the amount of **\$31,680,626** for the period commencing **June 15, 2017** and ending **December 14, 2025**; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s **Board of Supervisors** under **[insert resolution number]** approved on **[insert date of Commission or Board action]** in the amount of **[insert Dollar Amount]** for the period commencing **[Insert Start Date]** and ending **[Insert End Date]**; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **the Board of Supervisors**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated **May 31, 2017** between Contractor and City, as amended by the:

First Amendment, dated **May 3, 2021,** and
Second Amendment, dated **April 29, 2024.**

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on the latter of: (i) June 15, 2017; or (ii) the Effective Date and expire on December 14, 2024, unless earlier terminated as otherwise provided herein.

2.2 The City shall have the sole discretion to extend the Agreement term for up to a total of nine (9) years (or 108 months), by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

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

2.1 The term of this Agreement shall commence on the latter of: (i) June 15, 2017; or (ii) the Effective Date and expire on December 14, 2025, unless earlier terminated as otherwise provided herein.

2.2 The City shall have the sole discretion to extend the Agreement term for up to a total of nine (9) years (or 108 months), by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

2.2 **Compensation.** Section **3.3.1 Payment** of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless Appendix B ("Calculation of Charges") provides a different schedule. The City will compensate Contractor for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes Contractor has satisfactorily performed. The City will issue payments within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Twenty-Seven Million Dollars (\$27,000,000). The breakdown of charges associated with this Agreement appears in Appendix 13, "Calculation of Charges," and Appendix B-1, "Fee Schedule," attached hereto and incorporated by reference as though fully set forth herein. In no event shall the City be liable

for interest or late charges for any late payments except as permitted under Administrative Code Section 6.220).

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless Appendix B ("Calculation of Charges") provides a different schedule. The City will compensate Contractor for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes Contractor has satisfactorily performed. The City will issue payments within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Thirty-One Million Six Hundred and Eighty Thousand and Six Hundred and Twenty-Six Dollars (\$31,680,626). The breakdown of charges associated with this Agreement appears in Appendix 13, "Calculation of Charges," and Appendix B-1, "Fee Schedule," and incorporated by reference as though fully set forth herein. In no event shall the City be liable for interest or late charges for any late payments except as permitted under Administrative Code Section 6.220).

Article 3 Reserved

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after **the date of this Amendment.**

Article 5 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
Recommended by:

CONTRACTOR
HDR Engineering, Inc.

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Holly Kennedy
Senior Vice President

City Supplier number: 0000019147

Approved as to Form:

David Chiu
City Attorney

By: _____
Randy Parent
Deputy City Attorney

