

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Fourth Amendment**

THIS **FOURTH** AMENDMENT (“Amendment”) is made as of **December 1, 2025**, in San Francisco, California, by and between **Lystek International Limited** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**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, increase the contract amount, and update insurance contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to an Invitation for Bids entitled Class-A Biosolids Production and Management Services issued through Sourcing Event ID 0000006728 and this Amendment is consistent with the terms of the IFB and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise (“LBE”) subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0004661, and this Amendment is consistent with that waiver; and

WHEREAS, the original Agreement is consistent with an approval obtained on February 7, 2022, and amended on July 18, 2022, from the Civil Service Commission under PSC number DHRPSC0001978 (47589-21/22) in the amount of \$15,900,000 for the period commencing July 1, 2022 and ending September 30, 2027; and

WHEREAS, this Amendment is consistent with an approval obtained on August 11, 2025 from the Civil Service Commission under PSC number DHRPSC0001978 (47589-21/22) in the amount of \$36,670,000 for the period commencing July 1, 2022 and ending June 30, 2029; and

WHEREAS, the original Agreement is consistent with an approval obtained from the City’s Board of Supervisors under Resolution 314-22 approved on July 12, 2022 in the amount of \$22,800,000 for the period commencing July 1, 2022 and ending June 30, 2029; 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 \$36,670,000 for the period commencing July 1, 2022 and ending June 30, 2029; 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 August 8, 2022 between Contractor and City, as amended by the:

First Amendment, dated June 1, 2023, and

Second Amendment, dated June 1, 2024, and

Third Amendment, dated June 1, 2025.

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 be five (5) years, commencing on July 1, 2022 and expiring on June 30, 2027, unless earlier terminated as otherwise provided herein.

2.2 **Options.** The City has the option to renew the Agreement for a period of up to two (2) additional years, for a total contract term of seven (7) years. The City may extend this Agreement beyond the expiration date by exercising an option mutually agreed by the City and Contractor and 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 be seven (7) years, commencing on July 1, 2022 and expiring on June 30, 2029, unless earlier terminated as otherwise provided herein.

2.2 **Reserved.**

2.2 Calculation of Charges. Section 3.1.1 “Calculation of Charges” of the Agreement currently reads as follows:

3.1.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B-3, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **FIFTEEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$15,900,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-3, “Calculation of Charges.” In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

**3.1.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B-3, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **THIRTY-SIX MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$36,670,000)**. The breakdown of charges associated with this Agreement appears in Appendix B-3, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.3 Additional Insured Endorsements. Section 5.1.2 "Additional Insured Endorsements" of the Agreement currently reads as follows:

**5.1.2 Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

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

**5.1.2 Additional Insured Endorsements**

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved.

**Article 3      Reserved**

**Article 4      Effective Date**

Each of the modifications set forth in Articles 2 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  
Lystek International Limited

\_\_\_\_\_  
Linda Repola  
Procurement Manager  
Office of Contract Administration

\_\_\_\_\_  
James Dunbar  
General Manager

City Supplier number: 0000016015

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Gustin R. Guibert  
Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

By: \_\_\_\_\_  
Sailaja Kurella