## City and County of San Francisco Municipal Transportation Agency One South Van Ness Ave., 7<sup>th</sup> Floor San Francisco, California 94103

**Second Amendment** to Agreement between the San Francisco Municipal Transportation Agency and PRWT Services Inc.

THIS AMENDMENT (this "Amendment") is made as of **February 15, 2013**, in San Francisco, California, by and between **PRWT Services, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

## RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to authorize the Contractor to purchase additional Handheld Units at the direction of the SFMTA.

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 **November 1, 2008** between Contractor and City, as amended by the:

## First Amendment, dated November 1, 2011

- **b.** Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
- 2. Modifications to the Agreement. The Agreement is hereby modified as follows:
- **a.** Appendix A, Section II.K. Appendix A, Section II.K is added to the Agreement to read as follows:

## K. Additional Handheld Devices with Printers and Accessories

Upon request from the SFMTA, the Contractor shall purchase additional Handheld Units that can be used with PocketPEO Software. The Contractor shall submit a written quotation providing pricing for the number of handheld devices, printers and accessories requested by the SFMTA. Upon written approval of the price quotation and notice to proceed, the Contractor shall order the handheld devices and deliver them to the SFMTA within 90 days.

- 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** 

San Francisco

**Municipal Transportation Agency** 

EDWARD D. REISKIN
Director of Transportation

Approved as to Form:

Dennis J. Herrera City Attorney

By:

John I. Kennedy
Deputy City Attorney

**CONTRACTOR** 

PRWT Services, Inc.

HAROLD T. EPPS

President & CEO PRWT Services, Inc.

255 California Street, Suite 550 San Francisco, CA 94111

City vendor number: 43701-01