

**City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
525 Golden Gate Avenue, 8th Floor
San Francisco, California 94102**

**Fourth Amendment to the Agreement
Between the City and County of San Francisco and
URS Corporation for
Preliminary Design and Environmental Services for the Power Transmission Project
(CS-991)**

THIS AMENDMENT (this "Amendment") is made as of **August 1, 2019** in San Francisco, California, by and between **URS Corporation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Public Utilities Commission.

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 change the name of the Contractor, extend the performance period and increase the contract amount; and

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4161-08/09** on **April 1, 2019**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **19-0101** on **May 28, 2019**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Board of Supervisors approved Resolution number **330-19** on **July 16, 2019**.

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 **August 1, 2010** between Contractor and City, as amended by the **First amendment** dated **January 14, 2014**, and **Second amendment** dated **June 23, 2016**, and the **Third amendment** dated **January 28, 2019**.

1b. 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:

2a. Change of Name. This modification accomplishes a change of corporate name in which all rights and obligations of the City and of the Contractor under the Agreement are otherwise unaffected by this change. Contractor has filed documentary evidence of this change of corporate name as required by applicable state law, a copy of which is attached hereto as Appendix A and made a part hereof. The Agreement is amended by substituting the name "URS Corporation" for the name "URS Corporation, a Nevada Corporation, dba URS Corporation Americas" wherever it appears in the Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **August 1, 2010 to August 1, 2019.**

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 **August 1, 2010 to March 31, 2022.**

2c. Section 5. Section 5 "**Compensation**" of the Agreement currently reads as follows:

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 **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**. 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 CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD 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 CMD Progress Payment Form is provided. Following

City's payment of an invoice, Contractor has ten days to file an affidavit using CMD 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:

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 **Eleven Million Five Hundred Thousand Dollars (\$11,500,000)**. 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 CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD 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 CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

2d. Section 25. Section 25 "Notice to the Parties" of the Agreement is hereby amended in its entirety to read as follows:

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City:	Ramon Abueg Deputy AGM, Power Operations SFPUC, Power Enterprise 525 Golden Gate Ave., 7 th Fl. AND San Francisco, CA 94102 (415) 554-1541 rabueg@sfgwater.org	David Myerson Project Manager SFPUC, Infrastructure Division 525 Golden Gate Ave., 9 th Fl. San Francisco, CA 94102 (415) 934-5710 dmyerson@sfgwater.org
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To Contractor: Bob Turley
AECOM
300 Lakeside Drive, Suite 400
Oakland, CA 94612
bob.turley@aecom.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

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

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.

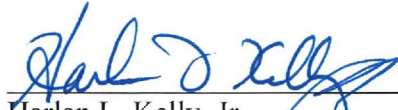
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

URS Corporation



Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission



Signature of Authorized Representative

Robert Turley

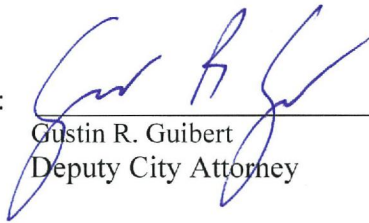
Name of Authorized Representative

Approved as to Form:

Vice President
Title

Dennis J. Herrera
City Attorney

City supplier number: 0000009069

By: 

Gustin R. Guibert
Deputy City Attorney

Appendix A: Change of Name

**Appendix A
Change of Name**



AECOM 213.593.8000 tel
1999 Avenue of the Stars 213.593.8730 fax
Suite 2600
Los Angeles, CA 90067
www.aecom.com

ASSISTANT SECRETARY'S CERTIFICATE

AECOM a Delaware corporation

I, Preston Hopson, DO HEREBY CERTIFY that I am the duly elected and acting Assistant Secretary of AECOM, a corporation organized under the laws of the State of Delaware (the "Corporation"), and the keeper of its records and corporate seal.

I FURTHER CERTIFY that the Corporation's full legal address is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801-0000 and that the Corporation's principal place of business is 1999 Avenue of the Stars, Suite 2600, Los Angeles, California 90067-6033.

I FURTHER CERTIFY that AECOM Global II, LLC, a limited liability company organized under the laws of the State of Delaware ("AECOM Global II"), is a direct wholly-owned subsidiary of the Corporation.

I FURTHER CERTIFY that on October 17, 2014, URS Corporation ("URS Delaware"), a Delaware corporation, merged with and into ACM Mountain II, LLC, which subsequently changed its name to AECOM Global II, LLC, as set forth in Exhibit A.

I FURTHER CERTIFY that URS Holdings, Inc., a corporation organized under the laws of the State of Delaware ("URS Holdings"), is a direct wholly-owned subsidiary of AECOM Global II, and an indirect wholly-owned subsidiary of the Corporation.

I FURTHER CERTIFY that URS Corporation, a corporation organized under the laws of the State of Nevada ("URS Nevada"), is a direct wholly-owned subsidiary of URS Holdings, and an indirect wholly-owned subsidiary of the Corporation.

I FURTHER CERTIFY that Exhibit B hereto includes an accurate summary and diagram of the merger of URS with and into the AECOM Global II, as well as a complete, true and accurate copy of the current organizational chart showing the relationship between the entities.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 10th day of March, 2017.



Preston Hopson
Assistant Secretary





EXHIBIT A
CERTIFICATE OF MERGER

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"URS CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "ACM MOUNTAIN II, LLC" UNDER THE NAME OF
"AECOM GLOBAL II, LLC", A LIMITED LIABILITY COMPANY ORGANIZED
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS
RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF
OCTOBER, A.D. 2014, AT 9:17 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

5561108 8100M

141303696



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1788162

DATE: 10-17-14

CERTIFICATE OF MERGER

of

URS CORPORATION
(a Delaware corporation)

with and into

ACM Mountain II, LLC
(a Delaware limited liability company)

**Under Section 18-209 of the Delaware Limited Liability Company Act
and
Under Section 264 of the General Corporation Law of the State of Delaware**

The undersigned ACM Mountain II, LLC, a Delaware limited liability company, hereby certifies the following information relating to the merger (the "Merger") of URS Corporation, a Delaware corporation, with and into ACM Mountain II, LLC:

FIRST: The names and state of organization of the constituent entities (the "Constituent Entities") in the Merger are:

<u>Name</u>	<u>State of Formation</u>
ACM Mountain II, LLC	Delaware
URS Corporation	Delaware

SECOND: The Agreement and Plan of Merger, dated as of July 11, 2014, by and among AECOM Technology Corporation, ACM Mountain I, LLC, ACM Mountain II, LLC and URS Corporation (the "Merger Agreement") setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: As a result of the Merger, ACM Mountain II, LLC, a Delaware limited liability company, shall be the limited liability company surviving the merger. The name of the limited liability company surviving the Merger (the "Surviving LLC") shall be AECOM Global II, LLC.

FOURTH: Upon the effectiveness of the Merger, the Certificate of Formation of ACM Mountain II, LLC as in effect immediately prior to the Merger, shall be amended for the purpose of changing the name of the Surviving LLC from "ACM Mountain II, LLC" to "AECOM Global II, LLC."

- FIFTH:** The executed Merger Agreement is on file at the principal place of business of the surviving limited liability company at 555 South Flower Street, Suite 3700, Los Angeles, CA 90071-2300.
- SIXTH:** The Merger shall become effective upon filing with the Secretary of State of the State of Delaware.
- SEVENTH:** A copy of the Merger Agreement will be furnished by the Surviving LLC, on request and without cost, to any stockholder or member, as applicable, of URS Corporation or ACM Mountain II, LLC.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and subscribed to this Certificate of Merger on behalf of ACM Mountain II, LLC as its authorized officer and hereby affirms, under penalties of perjury, that this Certificate of Merger is the act and deed of such corporation and that the facts stated herein are true.

DATED: October 17, 2014

ACM MOUNTAIN II, LLC
a Delaware limited liability company

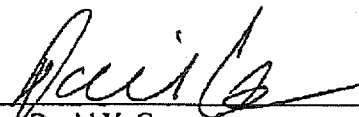
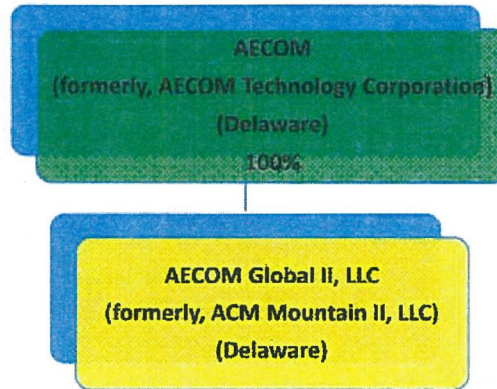
By: 
Name: David Y. Gan
Title: Authorized Person



EXHIBIT B
DIAGRAM OF MERGER AND CURRENT ORGANIZATIONAL CHART

Diagram of URS Merger



Summary of Merger*



*On the effective date, ACM Mountain I, LLC ("ACM I") merged with and into URS Corporation ("URS"), a Delaware corporation and ultimate parent of all URS subsidiaries, pursuant to which the separate corporate existence of ACM I ceased and URS continued as the surviving entity; secondly, and as part of a single integrated transaction, URS merged with and into ACM Mountain II, LLC ("ACM II"), pursuant to which the separate corporate existence of URS ceased and ACM II continued as the surviving entity. Thereafter, ACM II changed its name to AECOM Global II, LLC.

Current Organizational Structure

