

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of October 25, 2017, in San Francisco, California, by and between COWI and OLMM Joint Venture, whose principal place of business is located at 1300 Clay Street #700, Oakland, CA 94612 ("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 add subcontractors to the existing contract; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") issued on August 5, 2016 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 44753 15/16 on June 20, 2016;

NOW, THEREFORE, Contractor and the City 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 January 3, 2017 between Contractor and City.

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 to the Agreement.

The Agreement is hereby modified as follows:

2.1 Section 4.3. Section 4.3 Subcontracting of the Agreement currently reads as follows:

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below

RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc

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

4.3 Subcontracting. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

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Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc.

Surface Design

F3 & Associates

eTrac, Inc.

Lotus Water

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after October 25, 2017.

Article 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:



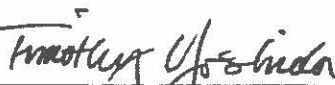
Rod Iwashita
Chief Harbor Engineer
Port of San Francisco



Elaine Forbes
Executive Director
Port of San Francisco

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Timothy Yoshida
Deputy City Attorney

CONTRACTOR

COWI and OLMM Joint Venture



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City vendor number: 98166