



# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau  
525 Golden Gate, 8th Floor  
San Francisco, CA 94102  
T 415.551.4603  
F 415.554.3225

February 26, 2014

D. Ian Austin  
URS Corporation Americas  
One Montgomery Street, Suite 900  
San Francisco, CA 94104-4538  
Email: ian\_austin@urscorp.com

- RE:** 1) Notice of Contract Amendment Certification - Preliminary Design and Environmental Services (CS-991)  
2) Transmittal - Executed Agreement #1 between City and County of San Francisco Public Utilities Commission and URS Corporation Americas

Dear Mr. Austin:

This letter provides a **notification of amendment certification** for an INCREASE in duration for the following contracted work:

**BLANKET PURCHASE ORDER NO:** **BPUC11000036**  
- Work may not be charged against this blanket purchase order number

**SCOPE:** To provide preliminary design and environmental services for the power transmission project.

**EFFECTIVE DATE:** **September 3, 2010 to March 1, 2019**

**CONTRACT TO DATE:** Total value of contract not to exceed **\$5,000,000.00**

Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Should you have any questions, please do not hesitate to contact Rosiana Angel at (415) 554-1549.

Enclosure: Executed Amendment #1

cc: John Doyle  
File/NCAC-CS-991 Amendment #1

Edwin M. Lee  
Mayor

Vince Courtney  
President

Ann Moller Caen  
Vice President

Francesca Viator  
Commissioner

Anson Moran  
Commissioner

Art Torres  
Commissioner

Harlan L. Kelly, Jr.  
General Manager

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FEB 26 2014

POWER ENTERPRISE



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

**First Amendment to Agreement between the City and County of San Francisco  
and  
URS Corporation Americas**

THIS AMENDMENT (this "Amendment") is made as of **January 14, 2014**, in San Francisco, California, by and between **URS Corporation Americas (URS), One Montgomery Street, San Francisco, CA 94104** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through the 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 extend the performance period for Contractor to perform services under existing task orders, and update standard contract clauses; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number 14-0001 on **January 14, 2014**; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4161-0809** on **November 4, 2013**;

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 between the City and County of San Francisco and URS Corporation Americas," Agreement No. CS-991, dated **August 1, 2010**.

**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. Section 2** ("Term of the Agreement") 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 March 1, 2014.

*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 1, 2019.

**2c. Submitting False Claims; Monetary Penalties.** Section 8 of the Agreement is hereby replaced in its entirety to read as follows:

Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. The text of Article V of Chapter 6, along with the entire San Francisco Administrative Code is available on the web at

[http://www.amlegal.com/nxt/gateway.dll?f=id\\$cid=San%20Francisco%20Administrative%20Code%3Ar%3Aa0e\\$cid=california\\$st=document-frame.htm\\$an=JD\\_Ch.6,Art.V\\$3.0#JD\\_Ch.6,Art.V](http://www.amlegal.com/nxt/gateway.dll?f=id$cid=San%20Francisco%20Administrative%20Code%3Ar%3Aa0e$cid=california$st=document-frame.htm$an=JD_Ch.6,Art.V$3.0#JD_Ch.6,Art.V) .

A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**2g. Limitations on Contributions.** Section 42 is hereby replaced in its entirety as follows:

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of



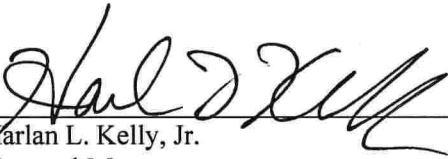
negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

- 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**

Recommended by:

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


Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
John G. White  
Deputy City Attorney

**CONTRACTOR**

**URS Corporation Americas**

  
\_\_\_\_\_  
Signature of Authorized Representative  
Seymour V. President  
\_\_\_\_\_  
Title

City vendor number: 19103