

**City and County of San Francisco
Port of San Francisco
with**

COWI OLMM Joint Venture

Mission Bay Ferry Landing

1000003415

Fifth Amendment

THIS **FIFTH** AMENDMENT (“Amendment”) is made as of **June 12, 2025** in San Francisco, California, by and between **COWI OLMM JOINT VENTURE** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through the Port of San Francisco, effective as of May 22, 2025.

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 increase the contract amount and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to Chapter 6 of the San Francisco Administrative Code through a Request for Proposals issued on August 5, 2016 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained from City’s Civil Service Commission under PSC number 44753 – 15/16 approved on August 15, 2022 in the amount of \$8,000,000 for the period commencing April 13, 2022, and ending June 30, 2026; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Port Commission under Resolution 25-27 approved on May 13, 2025 to increase the contract amount by \$1,644,848 and to authorize the addition of two subcontractors; 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 June 3, 2017 between Contractor and City, as amended by the:

First Amendment dated October 25, 2017, and
Second Amendment dated August 17, 2018, and
Third Amendment dated January 1, 2022, and
Fourth Amendment dated January 30, 2024

1.2 San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **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 Article 3. Section 3.3 of the Agreement was amended through Second Amendment dated August 17, 2018 and currently reads as follows:

In no event shall the amount of this Agreement exceed four million, seven hundred sixty-six thousand, five hundred and thirty five Dollars (\$4,766,535).

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

In no event shall the amount of this Agreement exceed six million, four hundred and eleven thousand, three hundred and eighty-three Dollars (\$6,411,383).

2.2 Section 4.3. Section 4.3 of the Agreement through Amendment 1 dated October 25, 2017 and 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.

Surface Design

F3 & Associates

eTrac, Inc

Lotus Water

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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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.
Surface Design
F3 & Associates
eTrac, Inc
Lotus Water

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 4.2 Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:

DocuSigned by:

Wendy Proctor

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Wendy Proctor
Interim Deputy Director, Engineering
Port of San Francisco

DocuSigned by:

Elaine Forbes

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Elaine Forbes
Executive Director
Port of San Francisco

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

Richard Ellis Robinson

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By: Richard E Robinson
Deputy City Attorney

CONTRACTOR

COWI and OLMM Joint Venture

Signed by:

Jack Gerwick

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Jack Gerwick, P.E.
Vice-President
COWI North America
555 12th Street, Suite 1700
Oakland, CA 94607

DocuSigned by:

Badri K. Prasad

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Badri K. Prasad, P.E.
Principal | President
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156 Ellis St. 2nd Floor
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