San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Infrastructure Division
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

April 3, 2018

Joel Faller
Kennedy Jenks Consultants/Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, JV
303 2nd Street
San Francisco, CA 94107
Email: joelfaller@kennedyjenks.com

RE:
1) Notice of Amendment Certification
2) Executed Agreement #2 between the City and County of San Francisco Public Utilities Commission and Kennedy Jenks Consultants/Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, JV

Dear Mr. Faller,

This letter provides a ***Notice of Amendment Certification*** for the following contracted work:

Contract ID Number:	CS-109 (1000000042)
Contract Title:	Specialized Engineering Services for Recycled Water Projects
Effective Date:	November 22, 2010 to November 30, 2022
Amount:	Total value of contract not to exceed $8,000,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel
Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
cc: Garrett Low

File/NAC-CS-109 Amendment #2

Mark Farrell
Mayor
Ike Kwon
President
Vince Courtney
Vice President
Ann Moller Caen
Commissioner
Francesca Vietor
Commissioner
Anson Moran
Commissioner
Harlan L. Kelly, Jr.
General Manager

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

Second Amendment between the City and County of San Francisco and Kennedy Jenks Consultants/ Bahman Sheikh Water Reuse Consulting/ Water Resources Engineering, JV (KJ/Sheikh/WRE, JV) for Specialized Engineering Services for Recycled Water Projects (CS-109)

THIS AMENDMENT (this "Amendment") is made as of **January 29, 2018**, in San Francisco, California, by and between **KJ/Sheikh/WRE, JV** ("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 extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4124-09/10** on **September 26, 2017**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **17-0229** on **November 14, 2017**; and

WHEREAS, Approval for this Amendment was obtained when the Board of Supervisors approved Resolution number **0005-18** on **January 9, 2018**;

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 **October 26, 2010** between Contractor and City, as amended by the First Amendment dated **December 11, 2015**.

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. 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 **December 1, 2010** to **November 30, 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 **December 1, 2010** to **November 30, 2022.**

2b. Section 5. Section 5 Compensation of the Agreement currently reads as follows:

5. Compensation. 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 **Five Million Five Hundred Thousand Dollars ($5,500,000)**. 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:

5. Compensation. 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 **Eight Million Dollars ($8,000,000)**. 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.

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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

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

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Julia H. Vett
Deputy City Attorney

CONTRACTOR

KJ/Sheikh/WRE, JV

_____
Signature of Authorized Representative

JOEL A. FALLER
Name of Authorized Representative

VICE PRESIDENT/JV PRINCIPAL
Title

City Supplier ID: 0000016857