City and County of San Francisco Municipal Transportation Agency One South Van Ness Ave., 7th Floor San Francisco, California 94103

Seventh Amendment Contract No. 2014-18

THIS AMENDMENT (Amendment) is made as of November 4, 2022, in San Francisco, California, by and between TEGSCO, LLC (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. City and Contractor have entered into the Agreement (as defined below).

B. The SFMTA Board of Directors approved the Agreement, including an option to extend the contract term for up to five years by Resolution No. 16-024 on February 16, 2016; the Board of Supervisors approved the Agreement by Resolution No. 0099-16 on March 15, 2016.

C. Under the Agreement's Third Amendment, dated April 1, 2021, the parties extended the contract term five years, ending March 31, 2026, and increased the contract amount by $22.8 million to $88.2 million, to fund the Contract pay for the first two years of the extended term.

D. City and Contractor desire to modify the Agreement again, on the terms and conditions set forth herein, to increase the contract amount by $33.2 million, to $121.4 million, to fund the Agreement through March 2025; any additional increase in the contract amount to fund the remainder of the extended term would require a separate amendment;

E. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposal No 2014-48, issued July 26, 2015, and this Amendment is consistent with the process.

F. The two licenses that authorize Contractor's use, in connection with the Agreement, of the vehicle storage facilities at 2650 Bayshore Boulevard, Daly City, and 450 7th Street, San Francisco (respectively, Appendices D and F of the Agreement) provide that these licenses shall be automatically extended for the same period of the Agreement's extended term.

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 April 1, 2016, between Contractor and City, as amended by the:

First Amendment, dated October 1, 2016,
Second Amendment, dated July 1, 2019,
Third Amendment, dated April 1, 2021,
Fourth Amendment, dated April 11, 2022,
Fifth Amendment, dated April 12, 2022, and
Sixth Amendment, dated June 17, 2022

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 modified as follows:

2.1 Section 3.3.1 (Payment). Section 3.3.1 of the Agreement is replaced in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the SFMTA's designee, in his or her sole discretion, concludes have been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed $121,400,000 (ONE HUNDRED TWENTY-ONE MILLION, FOUR HUNDRED THOUSAND DOLLARS). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this agreement

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.

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

CITY	CONTRACTOR
San Francisco **Municipal Transportation Agency** Jeffrey P. Tumlin Director of Transportation Authorized By: Municipal Transportation Agency Board of Directors Resolution No: 220906-082 Adopted: September 6, 2022 Attest: _____ Secretary to the Board Board of Supervisors Resolution No: 447-22 Adopted: 11/4/2022 Attest: _____ Clerk of the Board Approved as to Form: David Chiu City Attorney By: Isidro Jimenez Isidro Jimenez Deputy City Attorney	**TEGSCO, LLC** Frank Mecklenburg CEO City Supplier Number: **48588**

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Appendices:
Appendix B – Calculation of Charges