



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

January 13, 2017

Lee Abramson
Mott MacDonald, LLC
4301 Hacienda Blvd., Suite 300
Pleasanton, CA 94588
Email: lee.abramson@hatchmott.com

RE: 1) Notice of Contract Amendment Certification - CM Services for the New Irvington Tunnel Project (CS-918)
2) Transmittal - Executed Agreement #4 between City and County of San Francisco Public Utilities Commission and Mott MacDonald, LLC

Dear Mr. Abramson:

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

BLANKET PURCHASE ORDER NO: **BPUC10000060**
- Work may not be charged against this blanket purchase order number

SCOPE: To provide construction management services for the Irvington Tunnel project.

EFFECTIVE DATE: **September 13, 2009 to April 14, 2017**

CONTRACT TO DATE: Total value of contract not to exceed **\$20,750,000.00**

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 #4

cc: David Tsztou
File/NCAC-CS-918 Amendment #4

Edwin M. Lee
Mayor

Anson Moran
President

Ike Kwon
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Vince Courtney
Commissioner

Harlan L. Kelly, Jr.
General Manager



**City and County of San Francisco
Office of Contract Administration
Contract Administration Bureau
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102**

**Fourth Amendment
Between the City and County of San Francisco and
Hatch Mott MacDonald, for
Construction Management Services New Irvington Tunnel Project
(CS-918)**

THIS AMENDMENT (this "Amendment") is made as of **November 16, 2016**, in San Francisco, California, by and between **Hatch Mott MacDonald** ("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);

WHEREAS, Contractor, by an amendment to its Certificate of Incorporation, dated May 13, 2016, Certificate of Amendment filed with the State of Delaware, dated May 20, 2016, and Amended Certificate of Registration filed with the State of California, dated May 26, 2016, has changed the name of its limited liability corporation to Mott MacDonald, LLC; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period;

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4103-08/09** on **October 3, 2016**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **16-0226** on **October 25, 2016**;

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 August 1, 2009 between Contractor and City, as amended by the First amendment, dated October 15, 2011; Second amendment, dated April 14, 2015; and Third amendment, dated March 8, 2016.

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. Change of Name. This modification accomplishes a change of corporate name in which all rights and obligations of the City and of the Contractor under the Agreement are otherwise unaffected by this change. Contractor has filed documentary evidence of this change of corporate name as required by applicable state law, a copy of which is attached hereto as **Appendix C** and made a part hereof. The Agreement is amended by substituting the name "Mott MacDonald, LLC" for the name "Hatch Mott MacDonald, LLC" wherever it appears in the Agreement.

2b. Section 2. Section 2 ("Term of the Agreement") of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **August 1, 2009 to October 31, 2016.**

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

Subject to Section 1, the term of this Agreement shall be from **August 1, 2009 to April 14, 2017.**

2c. Section 5. Section 5 ("Compensation") of the Agreement currently reads as follows:

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 adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Million Five Hundred Thousand Dollars (\$20,500,000)**. 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. As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Contractor shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

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 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:

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 adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Million Seven Hundred Fifty Thousand Dollars (\$20,750,000)**. 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. As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Contractor shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

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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.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

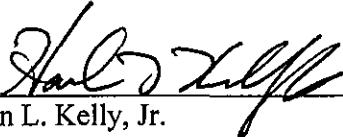
4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

CITY

CONTRACTOR

Mott MacDonald



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



Signature of Authorized Representative

J. CRAIG VELASQUEZ

Name of Authorized Representative

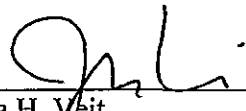
Approved as to Form:

VICE-PRESIDENT

Title

Dennis J. Herrera
City Attorney

City vendor number: 66089

By: 

Julia H. Veit
Deputy City Attorney

Appendix C – Evidence of Contractor Name Change

APPENDIX C

1. May 8, 2016 Resolution of Hatch Mott MacDonald, LLC Board Members Changing Name
2. May 20, 2016 Certificate of Amendment filed with Secretary of State, State of Delaware
3. May 26, 2016 Amended Certificate of Registration filed with Secretary of State, State of California

APPENDIX C: 1. May 8, 2016 Resolution of Hatch Mott MacDonald, LLC Board Members
Changing Name

HATCH MOTT MACDONALD, LLC
Action by Consent of the Board of Managers
In Lieu of Meeting

May 8, 2016

The undersigned, being all of the Managers of Hatch Mott MacDonald, LLC, a Delaware limited liability corporation (the "Corporation"), hereby consent in writing to the action set forth in the form of the resolution immediately following, which shall be treated as a resolution for all purposes as fully as if such resolution had been adopted at a duly called and held meeting of the Board of Managers of the Corporation, effective as of the date set forth above:

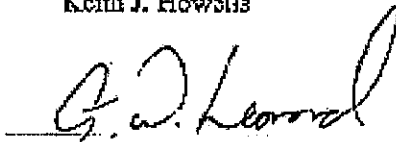
RESOLVED: That the Corporation change its name to "Mott MacDonald, LLC" and it is further

RESOLVED: That the Certificate of Incorporation of the Corporation shall be amended by changing Article "1" thereof, so that as amended, the Article shall read as follows:

"1. The name of the corporation is Mott MacDonald, LLC"


Keith J. Howells


Nicholas M. DeNichilo


Guy Leonard

APPENDIX C: 2. May 20, 2016 Certificate of Amendment filed with
Secretary of State, State of Delaware

State of California
Secretary of State

AMENDED CERTIFICATE OF REGISTRATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That on the 26th day of May, 2016, there was filed in this office an Amended Application for Registration, Foreign Limited Liability Company whereby the name, under which the foreign limited liability company was registered and transacting business in California, as HATCH MOTT MACDONALD, LLC a limited liability company organized and existing under the laws of Delaware was changed to MOTT MACDONALD, LLC.

This limited liability company complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California and as of the said date has been and is qualified and authorized to transact intrastate business in the State of California. Subject, however to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
2nd day of June, 2016.



ALEX PADILLA
Secretary of State

MS-25 (REV. 04/2015)

ha

LLC-6

Amendment to Registration of a Foreign Limited Liability Company (LLC)

To change the name of record for your registered foreign LLC, fill out this form, and submit for filing along with:

- A 530 filing fee.
- A certificate by the agency where the LLC was formed, certifying that the name was changed in that state, country or other place. One must be included if that name has changed.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! To change the LLC address(es), or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to www.sos.ca.gov/business-programs/business-entities/statinfo.htm.

For questions about this form, go to www.sos.ca.gov/business-programs/business-entities/statinfo.htm

FILED
Secretary of State
State of California

MAY 26 2016

This Space For Office Use Only

LLC Name Used for California (an 1a with CA Secretary of State)
Hatch Molt MacDonald, LLC

LLC File No. (issued by CA Secretary of State)
200523910002

New LLC Name to be used for this LLC in California

If changed, list the LLC name now in the state, county or other place of the LLC's formation:

Molt MacDonald, LLC

LLC Name

Use an alternate name to be used in California if (1) the LLC name in Item 3 does not comply with California naming requirements or (2) you only file this form to change an existing alternate name. List this alternate name exactly as it is to appear on the records of the California Secretary of State. The alternate name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd Liability Company; and may not include: bank, trust, trustee, Incorporated, Inc., corporation, or corp., insurer, or insurance company. (California Corporations Code section 17701.05.) Go to www.sos.ca.gov/business-programs/business-entities/statinfo.htm for general naming requirements & restrictions.

Alternate Name

Existing Alternate LLC Name

Check the box if you completed Item 3 above, and if applicable. If you check this box, do not complete Item 4 above.

This LLC registered in California before January 1, 2014; currently transacts intrastate business in California under the alternate name listed in Item 3 above; and upon this filing, will continue to transact intrastate business in California under the alternate name listed in Item 3 above.

Check this box if applicable. If you check this box, do not complete Item 4 above. Note: If this LLC registered in California after December 31, 2013, and the LLC name now used in the state, county or other place of the LLC's formation complies with California Corporations Code section 17701.05, you must check this box to distinguish the alternate name.

The alternate name under which this LLC currently transacts intrastate business in California will no longer be used. Upon this filing, this LLC will transact intrastate business in California under the LLC name now used in the state, county or other place of the LLC's formation.

Read and sign below:

I am authorized to sign this document under the laws of the state, country or other place where this LLC was formed.

Handwritten signature: Mark G. O'Connor

MARK G. O'CONNOR
Print your name here

Handwritten signature: Associate Secretary

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) unperfected copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 914228
Sacramento, CA 94244-2228

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

Corporate Code §§ 17701.05, 17701.06
LLC-6 (REV 12/2014)

2014 California Secretary of State
www.sos.ca.gov/soe/soe-forms/updates

APPENDIX C: 3. May 26, 2016 Amended Certificate of Registration
filed with Secretary of State, State of California

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HATCH HOTT MACDONALD, LLC", CHANGING ITS NAME FROM "HATCH HOTT MACDONALD, LLC" TO "HATCH MACDONALD, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MAY, A.D. 2016, AT 4:27 O'CLOCK P.M.



Jeffrey W. Bullock
JEFFREY W. BULLOCK, Secretary of State

202567 8100
SR# 20163530518

You may verify this certificate online at corp.delaware.gov/certifyvr.shtml

Authentication: 202364514
Date: 05-23-16

200523910007

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Hatch Mott MacDonald, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The company has changed its name from Hatch Mott MacDonald, LLC to Mott MacDonald, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 18th day of Nov, A.D. 2016.

By: Mark G. O'Connor
Authorized Person(s)

Name: MARK G. O'CONNOR
Print or Type

200523910002



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JUN 06 2016

Date:

ALEX PADILLA, Secretary of State