



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, CA 94103
T 415.551-4603
F 415.554.3225

June 13, 2012

Joel A. Faller, P.E.
Kennedy/Jenks Consultants
303 2nd Street, #300 South
San Francisco, CA 94107

- RE: 1) Notice of Contract Amendment Certification – **Engineering Design Services (CS-879.C)**
 2) Transmittal – Executed Agreement #3 between the City and County of San Francisco Public Utilities Commission and **Kennedy/Jenks Consultants**

Dear Joel A. Faller,

This letter provides a *notification of amendment certification* for the Change of Scope only for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC08000093** – *Work may not be charged against this blanket purchase order number*

SCOPE: To provide Engineering Project Design Services.

EFFECTIVE DATE: **December 6, 2007 to December 6, 2016**

CONTRACT TO DATE: Total value of contract has been increased to **\$16,500,000.00**

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

Enclosure: Executed Amendment #3

cc: Susan Yee
File/NCAC 879.C amend 3

Edwin M. Lee
Mayor

Anson Moran
President

Art Torres
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Vince Courtney
Commissioner

Ed Harrington
General Manager



**City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, California 94103**

**Third Amendment between the City and County of San Francisco
(through the San Francisco Public Utilities Commission)
and
Kennedy/Jenks Consultants
CS-879C**

THIS AMENDMENT (this "Amendment") is made as of **March 22, 2012**, in San Francisco, California, by and between **Kennedy Jenks Consultants** ("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 make technical and conforming clarifications to Appendix A of the Agreement.

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 Agreement No. CS-879C, dated **October 9, 2007**, between Contractor and City, as amended by the **First Amendment**, dated **October 20, 2009** and the **Second Amendment**, dated **October 15, 2011**.

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:

2a. Appendix A, Services to be Provided by Contractor, Section 4, The first paragraph of Section 4 of Appendix A, Task Orders, currently reads as follows:

4. Task Orders

Performance of the **Engineering Project Design Services** will be executed according to a task order process. The SFPUC Project Manager will initially identify tasks and request the

contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. A final task order scope proposal will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to Bureau Manager for approval. Labor rates, overhead rates and certain other unit costs or prices, including profit will be accordance with Appendix B. However, as provided in the RFQ, the budget identified for tasks in Appendix B is an estimate, and the City reserves the right to modify the budget allocated to any task as more specific information concerning the task order scope becomes available. The RFQ, including all Addenda, is incorporated by reference as though fully set forth herein, to the extent not in conflict with this Agreement.

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

4. Task Orders

Performance of the **Engineering Project Design Services** will be executed according to a task order process. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. A final task order scope proposal will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to Bureau Manager for approval. Labor rates, overhead rates and certain other unit costs or prices, including profit will be accordance with Appendix B. However, as provided in the RFQ, the budget identified for tasks in Appendix B is an estimate, and the City reserves the right to modify the budget allocated to any task as more specific information concerning the task order scope becomes available. The RFQ, including all Addenda, is incorporated by reference as though fully set forth herein, to the extent not in conflict with this Agreement. The projects listed in the RFQ that have been specifically assigned to Kennedy Jenks include Harry Tracy Water Treatment Plant - Long Term Improvements Project (HTWTP - LT) and Groundwater Projects. During design of HTWTP - LT, it was determined that an additional project is needed to meet WSIP level of service goals and objectives. This project, Peninsula Pipelines Seismic Upgrade, is to improve three transmission lines coming out of the HTWTP and crossing the Serra Fault. This project is also incorporated by reference as though fully set forth herein.

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.

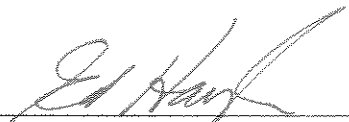
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

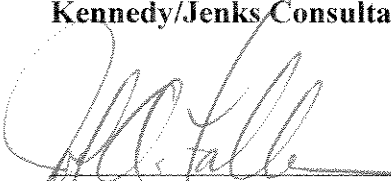
CONTRACTOR

Recommended by:

Kennedy/Jenks Consultants



Ed Harrington
General Manager
San Francisco Public Utilities Commission



Name of authorized representative
JOEL A. FALLER
VICE PRESIDENT

Title

City vendor number: 075042

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

John G. White
Deputy City Attorney