

**City and County of San Francisco  
San Francisco Public Utilities Commission  
Contract Administration Bureau  
525 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, California 94102**

**Fourth Amendment to the Agreement  
Between the City and County of San Francisco and  
URS Corporation for  
Preliminary Design and Environmental Services for the Power Transmission Project  
(CS-991)**

THIS AMENDMENT (this “Amendment”) is made as of **July/August \_\_\_\_\_, 2019** in San Francisco, California, by and between **URS Corporation** (“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 change the name of the Contractor, extend the performance period and increase the contract amount; and

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4161-08/09** on **April 1, 2019**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **19-0101** on **May 28, 2019**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Board of Supervisors approved Resolution number \_\_\_\_\_ on \_\_\_\_\_, **2019**.

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, 2010** between Contractor and City, as amended by the **First amendment** dated **January 14, 2014**, and **Second amendment** dated **June 23, 2016**, and the **Third amendment** dated **January 28, 2019**.

**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 A and made a part hereof. The Agreement is amended by substituting the name “URS Corporation” for the name “URS Corporation, a Nevada Corporation, dba URS Corporation Americas” wherever it appears in the Agreement.

**2b. 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 **August 1, 2010 to August 1, 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 **August 1, 2010 to August 31, 2022.**

**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 performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**. 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:**

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 **Eleven Million Five Hundred Thousand Dollars (\$11,500,000)**. 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.

**2d. Section 25.** Section 25 "Notice to the Parties" of the Agreement is hereby amended in its entirety to read as follows:

**25. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

<b>To City:</b>	Ramon Abueg Deputy AGM, Power Operations SFPUC, Power Enterprise 525 Golden Gate Ave., 7 <sup>th</sup> Fl. <b>AND</b> San Francisco, CA 94102 (415) 554-1541 <a href="mailto:rabueg@sfgwater.org">rabueg@sfgwater.org</a>	David Myerson Project Manager SFPUC, Infrastructure Division 525 Golden Gate Ave., 9 <sup>th</sup> Fl. San Francisco, CA 94102 (415) 934-5710 <a href="mailto:dmyerson@sfgwater.org">dmyerson@sfgwater.org</a>
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**To Contractor:** Bob Turley  
AECOM  
300 Lakeside Drive, Suite 400  
Oakland, CA 94612  
[bob.turley@aecom.com](mailto:bob.turley@aecom.com)

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

**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**

**CONTRACTOR**

Recommended by:

URS Corporation

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

Approved as to Form:

\_\_\_\_\_  
Title

Dennis J. Herrera  
City Attorney

City supplier number: 0000009069

By: \_\_\_\_\_  
Gustin R. Guibert  
Deputy City Attorney

Appendix A: Change of Name

**Appendix A  
Change of Name**