City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103
Ninth Amendment
Contract No. 2014-48

THIS NINTH AMENDMENT (Amendment) is made as of __May 6, 2025___ 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. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount by $15.3 million, for a total amount not to exceed $136.7 million, to fund the balance of the contract term through March 2026, and update standard contractual clauses.

C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP), and this Amendment is consistent with the terms of the RFP and the awarded Agreement.

D. This is a contract for Services. There is a Local Business Enterprise (LBE) subcontracting commitment of 20% and this Amendment is consistent with that requirement.

E. The SFMTA Board of Directors approved the Agreement by Resolution 16-424, adopted on February 16, 2016; the Board of Supervisors approved the Agreement Resolution 99-16 on March 15, 2016.

F. The SFMTA has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and required the approval of City's Board of Supervisors.

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,

First Amendment, dated November 17, 2017,

Second Amendment, dated July 1, 2019,

Third Amendment, dated April 1, 2021,

Fourth Amendment, dated April 11, 2022,

Fifth Amendment, dated April 12, 2022,

Sixth Amendment, dated June 17, 2022,

Seventh Amendment, dated November 2022, and

Eighth Amendment, dated May 22, 2023

1.2 San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 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) 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 $136,700,000 (One Hundred Thirty-Six Million Seven 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 Articles 2 shall be effective on and after the date of this Amendment.

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.

[Signatures on next page.]

CITY	CONTRACTOR
San Francisco **Municipal Transportation Agency** Julie Kirschbaum Acting Director of Transportation Authorized By: **Municipal Transportation Agency Board of Directors** Resolution No: 241203-135 Adopted: December 3, 2024 Attest: _____ Secretary to the Board **Board of Supervisors** Resolution No: 066-25 Adopted: February 25, 2025 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** COO City Supplier Number: 48588

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