

Instructions

1. **When to use the P-650:** This template is designed for the amendment of a P-600 or other P-6XX series template. Although this P-650 can be used to modify any P-6XX series contract, you must confirm that the numbering is correct and does not result in inconsistency. **If you are modifying a P-5XX series template, use the P-550.**
2. **Who must sign:** This Amendment must be executed on behalf of each entity that signed the original Agreement.
3. **Updated contract sections:** In April 2019, the P-600 was updated substantially. See Purchaser’s memo of April 2019 for further detail. Some minor updates were also made in November 2020. In November 2023, updates were made relating to nonprofit compliance and removing Covid related vaccination requirements. Not all of the cumulative updates must be incorporated into amended contracts, but the following are required:
 - Section 4.5 Assignment
 - Section 7.3 Withholding
 - Section 10.4 Consideration of Salary History
 - Section 10.11 Limitations on Contributions
 - Section 10.17 Distribution of Beverages and Water
 - Article 13 Data and Security
4. **How to show updated contract sections:** In Articles 2 and 3, set forth the section or subsection of the contract (either in the original or as previously amended) to be modified.
5. **Other things to consider:**
 - a. In complicated amendments, running a compare function from the original contract to the current version of the P-600 is advised to fully understand the scope of changes.
 - b. Confirm no new Administrative Code provisions are required if increases in compensation surpass monetary thresholds.
 - c. Review the entire original Agreement to confirm that changing something in one section does not result in an inconsistency elsewhere.
 - d. Complete all **Green** fields.
 - e. Reserve sections based on instructions in this document. Replace headings with “reserved.”
 - f. If a link is not accessible, contact Oca@sfgov.org.
 - g. Track **all** Changes.
 - h. Have your city attorney review the proposed redlined amendment before sending to the contractor.
 - i. Most importantly, **delete all blue and red** instructions before sending to the contractor.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

PRO.0231.A Specialized and Technical As-Needed Services

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **Stantec/JHCE Joint Venture** (“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); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **increase the contract amount and update standard contractual clauses**; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled **Specialized and Technical As-Needed Services** issued through Sourcing Event ID **PUC.PRO.0231** and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on **February 3, 2025** from the Civil Service Commission under PSC number DHRPSC0003688 in the amount of \$52,000,000 for the period of 66 months; and

WHEREAS, this Amendment is consistent with an approval obtained from City’s San Francisco Public Utilities Commission under **25-0033** approved on February 25, 2025 in the amount of \$13,000,000 for a period of five years; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s **[Board of Supervisors]** under **[insert resolution number]** approved on **[insert date of Commission or Board action]** in the amount of **[insert Dollar Amount]** for the period commencing **[Insert Start Date]** and ending **[Insert End Date]**; and

WHEREAS, the Department 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 will require the approval of **the Board of Supervisors**; and

Now, THEREFORE, the parties 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 **July 25, 2023** between Contractor and City.

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 Scope of the Agreement

The Agreement is hereby modified as follows:

2.1 **Calculation of Charges.** Section **3.3.1 Term of the Calculation of Charges** of the Agreement currently reads as follows:

Contractor shall provide an invoice to the City 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 General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seven Million, Five Hundred Thousand Dollars (\$7,500,000). The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

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

Contractor shall provide an invoice to the City 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 General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Thirteen Million Dollars (\$13,000,000). The breakdown of charges associated with this Agreement

appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 **Social Impact Partnership Commitments.** Appendix A Section C of the Agreement currently reads as follows:

Contractor shall provide \$51,000 in direct financial contributions, \$61,500 in volunteer hours. Contractor commits to a minimum total contribution of \$112,500 over the term of this Agreement as stated in Contractor’s SIP Proposal and the Social Impact Partnership Commitments Table below.

| Social Impact Partnership Program Area | Strategies and Expected Outcomes | Timetable & Duration | (A) Direct Financial Contribution | (B) Volunteer Hours | (C) Volunteer Hourly Rate (rate is standardized and cannot be changed) | (D) Total Value of Volunteer Hours (B x C) | (F) Total Contribution (A + D) |
|--|--|--|--------------------------------------|------------------------|---|---|-----------------------------------|
| Job Exposure, Awareness, and Internships | Workforce Job Training—Support workforce development program by providing financial contributions and professional expertise for workforce training programs serving Mariposa, Merced, Stanislaus, and Tuolumne counties. Promote stability and growth for workers and local communities in partnership with Tuolumne County Collaborative, other Lode Workforce Board, and San Joaquin Office of Education. Support pre-apprenticeship construction workforce training programs to facilitate employment of up to 20 locally based job seekers and improved financial stability, remove barriers to employment for at-risk youth and/or adults in reentry programs, and indirect growth for local businesses through recruitment and retention of a skilled workforce. | 2025–2028 (years 3-5) anticipated to ramp up as SIP commitment under PRO.0167 is expended | \$15,000 | 34 | \$150/hr | \$5,100 | \$20,100 |
| Education | STEM Education—Sponsor and participate in special STEM events such as National Engineers Week-Engineers and Scientists in the Schools and Dinner with a Scientist in partnership with Mariposa and TCSOS and MyIP. Create student interest and promote STEM education and careers through reaching up to 10 local public elementary and middle schools and 300 students annually. Reach 100 middle and high school students to promote awareness of college opportunities and help prepare them to excel. | 2024–2028 (years 2-5) anticipated to ramp up as SIP commitment under other contracts (PRO.0114, PRO.0167) is expended. | \$15,000 | 376 | \$150/hr | \$56,400 | \$71,400 |
| Environment and Community Health | Community Enrichment Grants—Support community enrichment grants for local organizations impacted by pandemic, wildfires, and state and local funding shortfalls in partnership with Sonora Area Foundation and Mariposa Community Foundation. Provide contributions to address needs for community emergency response (wildfire response), health care, and access to basic services for economically disadvantaged groups and organizations benefiting local communities. Environmental Protection—Provide funding for forest restoration and fire prevention work by at-risk individuals and members of local Indigenous communities in partnership with Calaveras Healthy Impact Product Solutions (CHIPS). Support employment of at-risk individuals and members of local Indigenous communities and provide funding for equipment and transportation | Duration of the contract, 2023–2028 (years 1-5) ramping up as commitment under other contracts (PRO.0114, PRO.0167) is expended. 2024–2028 (years 2-5) ramping up as commitment under other contracts (PRO.0114, PRO.0167) is expended. | \$21,000 | - | \$150/hr | - | \$21,000 |
| TOTAL | | | \$51,000 | 410 | - | \$61,500 | \$112,500 |

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

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| <p>Contractor shall provide \$ in direct financial contributions, \$ in volunteer hours. Contractor commits to a minimum total contribution of \$ over the term of this Agreement as stated in Contractor’s SIP Proposal and the Social Impact Partnership Commitments Table below.</p> | | | | | | | |
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Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Section 10.15 Public Access to Nonprofit Records and Meetings. *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.2 Section 4.2 Personnel. *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule



3.3 Section 4.5 Assignment. *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.4 Article 13 Data and Security. Article 13 is hereby replaced in its entirety to read as follows:

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related

purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after **the date of this Amendment.**

Article 5 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
Recommended by:

CONTRACTOR
Stantec/JHCE Joint Venture

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier number: 0000038932

Approved as to Form:

David Chiu
City Attorney

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____

[name of Purchaser or
"Name: _____"]

