



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

July 21, 2025

Infrastructure Division
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

Nancy Barnes
Stantec/JHCE Joint Venture
300 Montgomery Street, Suite 1200
San Francisco, California 94104
Email: nancy.barnes@stantec.com

RE: 1) Notice of Contract Amendment Certification
2) Executed Amendment #1 between the City and County of San Francisco
Public Utilities Commission and Stantec/JHCE Joint Venture.

Dear Ms. Barnes,

This letter provides a ***Notice of Contract Amendment Certification*** for the following contracted work:

Contract ID Number: PRO.0231.A (1000029534)
Contract Title: Specialized and Technical As-Needed Services
Effective Date: August 29, 2023 to August 28, 2028
Amount: Total value of contract not to exceed
\$13,000,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel
Infrastructure Budget and Finance

Enclosure: Executed Agreement
cc: Cheryl Sperry

File/ PRO.0231.A Amendment #1 - NCAC

Daniel L. Lurie
Mayor

Kate H. Stacy
President

Joshua Arce
Vice President

Avni Jamdar
Commissioner

Steve Leveroni
Commissioner

Meghan Thurlow
Commissioner

Dennis J. Herrera
General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



**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 **June 3, 2025**, 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 a period of five years and six 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 154-25 approved on April 25, 2025 in the amount of \$13,000,000 with no change to the per contract duration of five years; 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 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 Task 4 in Appendix A. Task 4 (Social Impact Partnership) in Appendix A is hereby deleted from Appendix A, and moved in its entirety to Appendix A-1 (May 2025 Revision, Task 4), attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Task 4 in Appendix A, in any place, the true meaning shall be Appendix A-1, which is a correct and updated version applicable to Task 4.

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 of the Agreement is 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.

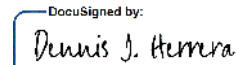
Article 5 Legal Effect

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.

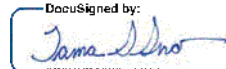
CITY

Recommended by:

DocuSigned by:

68191304C40A4DA...
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

CONTRACTOR

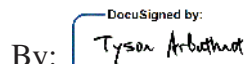
Stantec/JHCE Joint Venture

DocuSigned by:

8C8DU2A083A44B...
Tama Snow
Regional Business Leader

City Supplier number: 0000038932


Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:

806838117B564D1...
Tyson Arbuthnot
Deputy City Attorney

Approved:

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

By: DocuSigned by:

90411C341215164B2...
[name of Purchaser or
“Name: Lorna walker ”]

Attached Appendices:

Appendix A-1: May 2025 Revision, Task 4

Appendix A-1: May 2025 Revision, Task 4

A. Terms and Conditions.

1. The Contractor shall provide its SIP Commitments (detailed in its SIP Submittal) during the term of the Agreement, including any term extensions. The representations, warranties, and other terms contained in the Contractor's SIP Submittal will be the basis for a Social Impact Partnership Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

2. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not allocate or include any hours or dollars in Contractor's costs for the services under this Agreement in order to perform or deliver the voluntarily proposed SIP Commitments. The Contractor shall fund the SIP Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the SIP Commitments. The provision of SIP Commitments does not entitle the Contractor to additional work beyond the services specified within the Agreement.

3. The Contractor shall commence performance of the SIP Commitments promptly after issuance of the first Notice to Proceed (NTP) for this Agreement. SIP Commitments performed as part of previous contracts or prior to the Contractor being awarded the Agreement cannot count towards the selected Contractor's SIP Commitments for this Agreement. If the Contractor has established programs or plans that are consistent with the Social Impact Partnership program areas described in this RFP, Contractor may continue those programs as part of its SIP Commitments and will be given credit for activities that are performed following the issuance of the first NTP by the SFPUC.

4. The Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of Work on the Project. If the SIP Program Team determines that Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, the SFPUC may withhold from subsequent payments owed to Contractor for its Work on the Project an amount equal to the value of the portion of SIP Commitments that Contractor should have delivered in order for its delivery of SIP Commitments to keep pace with Proposer's Project Work.

5. During the term of the contract, if the Contractor's delivery of SIP Commitments is 10% or more behind its percentage of completion of Project Work, City may deem Contractor in material breach of contract. The City's remedies for Contractor's breach may include, at City's sole discretion, but need not be limited to (A) revoke non-compliant Contractor's eligibility for Social Impact Commitment Bonus on future Covered Contracts; (B) assess liquidated damages; (C) withhold progress payments; (D) withhold release of retention; and/or (E) suspend or terminate the Covered Contract.

6. If the Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments and deduct said amount from the sum the SFPUC owes to

Contractor for performance of its Work, which amount SFPUC may reasonably determine in its sole discretion. If the SFPUC imposes actual or liquidated damages as a remedy against a Contractor for non-compliance, the Controller shall withhold the damages assessed until such time as either the Contractor has conceded to or acquiesced in the assessment or, in the event of an appeal, there is a determination no longer subject to judicial review. The Controller shall then deposit the amount withheld into a special account which shall be created for the sole purpose of receiving such funds. The funds deposited into this account shall be distributed by the Controller in accordance with the original Social Impact Commitments and by the process set forth in the SFPUC Social Impact Partnership Rules and Regulations.

7. If the Contractor fails to perform any of its SIP Commitments, the Contractor shall be liable for liquidated damages on this Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined by the SFPUC in its sole discretion.

8. In the event that fulfillment of Social Impact Commitments becomes impossible or impracticable, the Contractor may request a modification to its Social Impact Commitments by documenting the impossibility or impracticability of proceeding with its existing Social Impact Commitments and proposing one or more alternatives subject to review and approval by the SFPUC as provided in the Covered Contract.

9. If the SFPUC modifies or amends the contract with a resulting increase of the total value of the contract, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

10. The Contractor shall save, keep, hold harmless, and fully indemnify the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may at any time arise from performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the Social Impact Partnership Program provisions of its Covered Contract or S.F Administrative Code Chapter 21F.

B. Project Team.

Nancy Barnes shall serve as the Executive in Charge to manage the Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Social Impact Partnership Coordinator, Lisa Beutler, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

C. Social Impact Partnership Commitments.

Contractor shall provide \$88,400 in direct financial contributions, \$106,600 in volunteer hours. Contractor commits to a minimum total contribution of \$195,000 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

SIP Commitment Table After Modification					
SIP Program Area	Direct Financial Contributions	Volunteer Hours	Volunteer Hour (Fixed rate \$150)	Value of Volunteer Hours	Total Contribution
Job Exposure, Training, and Internships	\$26,000.00	58.93	\$150.00	\$8,840.00	\$34,840.00
Public Education	\$26,000.00	651.73	\$150.00	\$97,760.00	\$123,760.00
Environment and Community Health	\$36,400.00	0.00	\$150.00	\$0.00	\$36,400.00
TOTAL COMMITMENTS					\$195,000.00

D. Accountability and Deliverables.

Contractor shall provide a description of the accountability methods to ensure that the proposed SIP activities will be delivered in a transparent and accountable manner. The contractor shall provide reports and supporting documentation consistent with the reporting requirements detailed below to establish fulfillment of the SIP commitments.

Contractor must provide the following deliverables during performance of the Agreement:

1. Social Impact Partnership Plan and Timeline.

The Contractor must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the NCA. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing the Proposer's SIP Commitments.

2. Social Impact Partnership Commitments and Reporting.

a. Contractor shall deliver the proposed SIP Commitments specified in the SIP Submittal and the SIP Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the Social Impact Partnership Team.

b. The Contractor must submit SIP Commitment progress reports at least quarterly during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the Contractor completes the measurable commitments during the term of the contract) to the SFPUC SIP Program team. The progress reports must identify activities and detail the quantifiable outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the quarterly progress reports, the Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated therewith were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Contractor must submit progress reports by the last business day of the month following the close of the previous three-month period.

c. The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent,

accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

d. The Contractor shall also submit a stand-alone annual newsletter to the SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

E. Statements of Understanding.

Contractor acknowledges that they agree with the following statements:

1. Contractor is bound by all instructions in the RFP for the SIP Submittal.
2. Contractor's SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
3. SIP Commitments must provide support by monetary donations or services to or through Beneficiaries (as that term is defined in Administrative Code section 21F.2 as follows: "Beneficiary" means an organization that is eligible to receive a Social Impact Commitment. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent. that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity, or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment.
4. SIP Commitments shall not go to, nor benefit, any City department or employee.
5. SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
6. Contractor must deliver its SIP Commitments at no cost to the SFPUC.
7. Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the final Agreement is considered binding.
8. Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Contractor's SIP Commitments.
9. Contractor is obligated to complying with SFPUC's reporting requirements.

10. Proposer commits Contractor is obligated to comply with the Terms and Conditions set forth in this section and in the Agreement.

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's Social Impact Partnership Proposal dated February 16, 2023, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Social Impact Partnership Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. Contractor must submit all written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Certificate Of Completion

Envelope Id: A0CA0C92-5D79-4B90-AA07-57FCA5D22B2C

Status: Completed

Subject: Complete with DocuSign: AM1 - PRO.0231.A Specialized & Tech As-Needed Services _ Stantec | JHCE JV.

Source Envelope:

Document Pages: 21

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 5

LaWan Jones

AutoNav: Enabled

525 Golden Gate Ave

Envelopeld Stamping: Enabled

San Francisco, CA 94102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

LJones@sflower.org

IP Address: 67.218.104.126

Record Tracking

Status: Original

Holder: LaWan Jones

Location: DocuSign

6/3/2025 9:39:54 PM

LJones@sflower.org

Signer Events

Jotti Aulakh

JAulakh@sflower.org

Security Level: Email, Account Authentication (None)

Signature



Timestamp

Sent: 6/4/2025 6:46:16 AM

Viewed: 6/4/2025 10:08:55 AM

Signed: 6/4/2025 11:11:21 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.218.104.126

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kyndra Cox

KCox@sflower.org

Professional Services Contracts Manager

CCSF - PUC

Security Level: Email, Account Authentication (None), Login with SSO



Sent: 6/4/2025 11:11:23 AM

Viewed: 6/4/2025 11:13:33 AM

Signed: 6/4/2025 11:13:38 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.218.104.126

Electronic Record and Signature Disclosure:

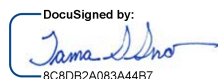
Not Offered via DocuSign

Tama Snow

tama.snow@stantec.com

Vice President

Security Level: Email, Account Authentication (None), Access Code



Sent: 6/4/2025 11:13:41 AM

Viewed: 6/9/2025 11:41:42 AM

Signed: 6/9/2025 11:47:24 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 99.109.55.193

Electronic Record and Signature Disclosure:

Accepted: 6/9/2025 11:41:42 AM

ID: f66e7fde-9ae6-479b-abd5-94ea6930150d

Ivy Fine

IFine@sflower.org

PAB, Manager

CCSF - PUC

Security Level: Email, Account Authentication (None)



Sent: 6/9/2025 11:47:27 AM

Viewed: 6/9/2025 4:52:12 PM

Signed: 6/9/2025 4:52:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.218.104.126

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Tyson Arbuthnot</p> <p>Tyson.Arbuthnot@sfcityatty.org</p> <p>San Francisco City Attorney's Office</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/22/2020 4:30:13 PM ID: 59d75260-6ee4-4ef5-93ba-fa4f8502ab15</p>	<p>DocuSigned by: <i>Tyson Arbuthnot</i> 806936117B564DF...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 208.121.32.145</p>	<p>Sent: 6/9/2025 4:52:35 PM</p> <p>Viewed: 6/10/2025 9:13:52 AM</p> <p>Signed: 6/10/2025 9:17:23 AM</p>
<p>Steve Ritchie</p> <p>SRitchie@sfwater.org</p> <p>0955 Asst. General Manager</p> <p>CCSF - PUC</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<p>DS <i>SR</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.218.104.126</p>	<p>Sent: 6/10/2025 9:17:26 AM</p> <p>Viewed: 6/10/2025 9:20:07 AM</p> <p>Signed: 6/10/2025 9:20:24 AM</p>
<p>Dennis J. Herrera</p> <p>DJHerrera@sfwater.org</p> <p>General Manager</p> <p>SF PUC</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<p>DocuSigned by: <i>Dennis J. Herrera</i> 6619F304C40A4DA...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.218.104.126</p>	<p>Sent: 6/10/2025 9:21:32 AM</p> <p>Viewed: 6/10/2025 11:19:58 AM</p> <p>Signed: 6/10/2025 11:20:13 AM</p>
<p>Jotti Aulakh</p> <p>JAulakh@sfwater.org</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<p>DocuSigned by: <i>Jotti Aulakh</i> 3920104178B54CE...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.218.104.126</p>	<p>Sent: 6/10/2025 11:20:17 AM</p> <p>Viewed: 6/10/2025 4:24:46 PM</p> <p>Signed: 7/17/2025 2:12:58 PM</p>
<p>Lorna Walker</p> <p>lorna.walker@sfgov.org</p> <p>Procurement Manager</p> <p>Security Level: Email, Account Authentication (None), Login with SSO</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/18/2025 1:35:43 PM ID: 051ac538-55c9-4fcb-86b6-5970fdb0e68b</p>	<p>DocuSigned by: <i>Lorna Walker</i> 9041EC4D1516452...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 208.121.32.17</p>	<p>Sent: 7/17/2025 2:13:00 PM</p> <p>Viewed: 7/18/2025 1:37:18 PM</p> <p>Signed: 7/18/2025 1:45:10 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Brittany Feitelberg BFeitelberg@sfwater.org Special Assistant to the General Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 67.218.104.126	Sent: 6/10/2025 9:20:27 AM Viewed: 6/10/2025 9:21:32 AM
Carbon Copy Events	Status	Timestamp
Shevaghna Milton SMilton@sfwater.org Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 6/10/2025 11:20:16 AM Viewed: 7/1/2025 12:55:21 PM
Procurement Contracts Team procurementcontracts@sfwater.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/18/2025 1:45:13 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2025 6:46:16 AM
Envelope Updated	Security Checked	7/16/2025 6:52:15 PM
Envelope Updated	Security Checked	7/16/2025 6:52:15 PM
Envelope Updated	Security Checked	7/16/2025 6:52:15 PM
Envelope Updated	Security Checked	7/17/2025 9:45:06 AM
Envelope Updated	Security Checked	7/17/2025 9:45:06 AM
Certified Delivered	Security Checked	7/18/2025 1:37:18 PM
Signing Complete	Security Checked	7/18/2025 1:45:10 PM
Completed	Security Checked	7/18/2025 1:45:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CCSF - 5 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CCSF - 5:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: natalie.prendergast@sfgov.org

To advise CCSF - 5 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at natalie.prendergast@sfgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CCSF - 5

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CCSF - 5

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CCSF - 5 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CCSF - 5 during the course of your relationship with CCSF - 5.

From: [BOS Legislation, \(BOS\)](#)
To: [BOS-Operations](#)
Cc: [BOS Legislation, \(BOS\)](#)
Subject: FW: File No:250208 Executed Agreements
Date: Wednesday, August 20, 2025 1:47:01 PM
Attachments: [image001.png](#)
[PRO.0231.B Amendment #1 - NCAC.pdf](#)
[PRO.0231.C Amendment #1 - NCAC.pdf](#)
[PRO.0231.D Amendment #1 - NCAC.pdf](#)
[PRO.0231.A Amendment #1 - NCAC.pdf](#)

From: Oliveros Reyes, Jennifer <JOliverosReyes@sfgov.org>
Sent: Wednesday, August 20, 2025 11:48 AM
To: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Cc: Spitz, Jeremy (PUC) <JSpitz@sfgov.org>; Gonzalez Valle, Adolfo (PUC) <AGonzalezValle@sfgov.org>; Avery, Collin (PUC) <CAvery@sfgov.org>; Halliday, Kylie (PUC) <KHalliday@sfgov.org>
Subject: File No:250208 Executed Agreements

Hello BOS team,

Please see the attached executed agreements that should accompany [File No.250208](#). Thank you!

Best,
Jenny

Jennifer Oliveros Reyes (she/her/ella)
Policy & Government Affairs
San Francisco Public Utilities Commission
Cellphone: 628-249-8600
joliverosreyes@sfgov.org

