



December 18, 2020

Nancy Barnes  
 McMillen Jacobs Associates/Stantec, Joint Venture  
 49 Stevenson 3rd Floor  
 San Francisco, CA 94105  
 Email: [nancy.barnes@stantec.com](mailto:nancy.barnes@stantec.com)

**RE:** 1) Notice of Contract Amendment Certification  
 2) Executed Amendment #2 between the City and County of San Francisco Public Utilities Commission and McMillen Jacobs Associates-Stantec,JV.

Dear Ms. Barnes,

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

**Contract ID Number:** PRO.0101 (1000013221)  
**Contract Title:** Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project  
**Effective Date:** January 23, 2019 to October 31, 2021  
**Amount:** Total value of contract not to exceed \$9,700,000.00

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 Payment Processing

Enclosure: Executed Agreement  
 cc: Paul Louie

File/ PRO.0101 Amendment #2 - NCAC

**London N. Breed**  
 Mayor

**Sophie Maxwell**  
 President

**Anson Moran**  
 Vice President

**Tim Paulson**  
 Commissioner

**Ed Harrington**  
 Commissioner

**Michael Carlin**  
 Acting  
 General Manager



**City and County of San Francisco  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue  
San Francisco, CA 94102**

**Second Amendment  
Between the City and County of San Francisco and  
McMillen Jacobs Associates, Stantec, Joint Venture**

THIS AMENDMENT (this “Amendment”) is made as of **September 1, 2020**, in San Francisco, California, by and between **McMillen Jacobs Associates/Stantec, 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, the term of the Agreement (as defined below) expired as of September 1, 2020; and

WHEREAS, City and Contractor, each by their conduct, continued their contractual relationship consistent with the original Agreement, despite the passing of the expiration date;  
and

WHEREAS, City and Contractor desire to memorialize their continued contractual relationship by entering into this Second Amendment extending the same terms and conditions as the original Agreement; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and extend the performance period;  
and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposals (“RFP”) issued on March 26, 2018 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49868-17/18 on September 21, 2020;

WHEREAS, the City’s San Francisco Public Utilities Commission (“SFPUC”) approved this Amendment by Resolution No20-0188 on August 25, 2020

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 October 17, 2018 between Contractor and City, as amended by the First amendment dated May 11, 2020, and

1.2 **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 hereby modified as follows:

2.1 *Article 2 Term of the Agreement currently reads as follows:*

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on September 1, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on October 31, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

2.2 *Section 3.3 Compensation of the Agreement currently reads as follows:*

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges. 1' 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. 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 **Five Million Seven Hundred Thousand Dollars (\$5,700,000)**. 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. A portion of payment may be withheld until conclusion of the Agreement if agreed to

both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

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

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless 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 Contractor has been satisfactorily performed. Payments 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 **Nine Million Seven Hundred Thousand Dollars (\$9,700,000)**. 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. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as permitted under Administrative Code Section 6.22(j).

### **Article 3      Effective Date**

Each of the modifications set forth in Section 2 shall take effect on the date that both parties have executed 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.

CITY

Recommended by:

DocuSigned by:  
*Michael Carlin*  
360EAE264D5E47C...  
Michael Carlin  
Acting General Manager  
San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Randy Parent*  
0BC11F915778410...  
Randy Parent  
Deputy City Attorney

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint  
Venture

DocuSigned by:  
*Victor Romero*  
82A8B280BA0B4B8...  
Victor Romero  
President-Underground Division  
McMillen Jacobs Associates

DocuSigned by:  
*Kari Shively*  
93271BBC6D64466...  
Kari Shively  
Vice President, Regional Business Leader  
Stantec

City Supplier number: 0000037192