File No. 120582

Committee Item No. 6
Board Item No. 30

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee **Date** 7/11/12

Board of Supervisors Meeting **Date** 7/17/12

Cmte	Board	
☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☒	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☒	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☒	☒	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER **(Use back side if additional space is needed)**

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Completed by: Victor Young **Date** July 6, 2012
Completed by: Victor Young **Date**

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

[Contract Amendment - Construction Management Services for the Bay Division Region Required for the Water System Improvement Program Projects - $26,500,000]

Resolution authorizing an amendment to the San Francisco Public Utilities Commission contract CS- 914 for construction management services with Jacobs Engineering Group Inc. to be provided on projects in the Water System Improvement Program, and authorizing the General Manager to execute this amendment, increasing the agreement by $1,500,000, for a total agreement amount of $26,500,000, and adopting findings pursuant to the California Environmental Quality Act.

WHEREAS, On September 23, 2008, pursuant to Resolution No. 08-0174, the San Francisco Public Utilities Commission ("Commission") awarded Agreement No. CS-914, Bay Division Regional Construction Management (CM) Services, and authorized the General Manager to negotiate and execute a professional services agreement, in the amount of $25,000,000, and with a term of four (4) years and (10) months, concluding on September 30, 2013, with Jacobs Engineering Group Inc., subject to Board of Supervisors approval pursuant to Charter Section 9.118(a); and

WHEREAS, On November 18, 2008, this Board of Supervisors pursuant to Resolution No. 490-08, approved Agreement No. CS-914 under Charter Section 9.118, as set forth in Board File No. 08-1266; and

WHEREAS, On July 12, 2011, the Commission pursuant to Resolution No. 11-0129 authorized the General Manager to execute an amendment to Agreement No. CS-914, increasing the agreement by $5,000,000, for a total agreement amount of $30,000,000, and increasing the agreement duration by one (1) year and seven (7) months, for a total agreement duration of six (6) years and four (4) months; however, subsequent to this authorization but prior to execution of the amendment, a decision was made to not proceed

with this amendment, and instead those services were procured through a separate contracting process; and

WHEREAS, In lieu of the action previously authorized under Resolution 11-0129, on May 22, 2012, the Commission pursuant to Resolution No. 12-0089 authorized the General Manager to execute an amendment to Agreement No. CS-914, increasing the agreement by $1,500,000, for a total agreement amount of $26,500,000, subject to Board of Supervisors approval pursuant to Charter Section 9.118; and

WHEREAS, Amendment No. 1 is being requested for $1,500,000 to address the need for additional CM services for projects in the Bay Division Region of the WSIP, increasing the total not-to-exceed agreement amount to $26,500,000; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 21.9% Local Business Enterprise (LBE) participation of the total value of services to be provided has been established for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW36802 - Bay Division Pipeline (BDPL) Upgrade- Pipeline, Project No. CUW38001 - BDPL Nos. 3 and 4 Crossovers, Project No. CUW36301 - SCADA System – Phase II, and Project No. CUW35302 - Seismic Upgrade of BDPL Nos. 3 and 4; now, therefore, be it

RESOLVED, That the Board of Supervisors finds that the Final Environmental Impact Reports ("FEIRs") for Project No. CUW36802 - BDPL Upgrade- Pipeline and Project No. CUW35302 – Seismic Upgrade of BDPL Nos. 3 and 4, the Mitigated Negative Declaration for Project No. CUW38001 - BDPL Nos. 3 and 4 Crossovers, and the Categorical Exemption for Project No. CUW36301 – SCADA System – Phase II are all adequate for their use as the decision-making body for the action taken herein; having assessed the impacts associated with the various construction changes in the Bay Division Region did not involve any new significant impacts not addressed in these CEQA documents; and be it

FURTHER RESOLVED, The Board of Supervisors finds that since these CEQA documents were finalized, there have been no substantial changes in the projects in the Bay Division Region, and no substantial changes in circumstances relating to the project that would require major revisions to these CEQA documents due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in these CEQA documents; and be it

FURTHER RESOLVED, The Board of Supervisors hereby approves Amendment No. 1 to Water Enterprise, WSIP-funded Agreement No. CS-914, Bay Division Regional CM Services with Jacobs Engineering Group for additional CM services to be provided on projects in the WSIP, and authorizes the General Manager to execute this amendment, increasing the agreement by $1,500,000, for a total agreement amount of $26,500,000, pursuant to Charter Section 9.118.

Item 6 File 12-0582	Department: Public Utilities Commission (PUC)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would (1) authorize the first amendment to the Public Utilities Commission (PUC) agreement with Jacobs Engineering Group, Inc. (Jacobs Engineering) for construction management services, increasing the agreement by an amount not-to-exceed $1,500,000, for a total agreement amount of not-to-exceed $26,500,000, and (2) adopt findings pursuant to the California Environmental Quality Act (CEQA).

Key Points

- The PUC entered into an agreement with Jacobs Engineering in 2008, as the result of a competitive Request for Proposal (RFP) process, for construction management and related services for the seismic upgrades, repair, and reconstruction of the Bay Division Region of the Hetch Hetchy Regional Water System, to be implemented under the Water System Improvement Program (WSIP). The original agreement, as previously approved by the Board of Supervisors, was for 4 years and 10 months, from approximately December 2008 through September 2013, in an amount not-to-exceed $25,000,000.
- The PUC is requesting the first amendment to the agreement to increase the not-to-exceed amount by $1,500,000, from $25,000,000 to $26,500,000 due to unforeseen archeological and paleontological (or pre-historical) site mitigation costs. These mitigation costs are due to: (1) the need for preconstruction archeology and paleontology services for the seismic upgrade of the Bay Division Pipeline (BDPL) Nos. 3 and 4 project at the crossing of the Hayward Fault in the East Bay; (2) construction management services for the construction of a pipeline tunnel, rather than an open-pit pipeline, to circumvent an ancient burial site along the Cordilleras Creek site of the BDPL No. 5 on the Peninsula; and (3) other archeology services required for multiple site discoveries along the BDPL No. 5 on the Peninsula.
- The proposed first amendment does not change the term of the original agreement.

Fiscal Impact

- According to Mr. Carlos Jacobo, PUC Budget Manager, funding for the proposed first amendment of $1,500,000 would come from existing project Water Revenue Bond funds, previously appropriated by the Board of Supervisors.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT AND BACKGROUND

Mandate Statement

Under Charter Section 9.118(b), any contracts or agreements entered into by a department, having a term of more than 10 years or requiring anticipated expenditures by the City of ten million dollars or more, or the modification or amendments to such contract or agreement having an impact of more than $500,000, are subject to Board of Supervisors approval.

Background

The San Francisco Public Utilities Commission (PUC)'s Water System Improvement Program (WSIP) consists of 86 projects organized into 11 project regions to repair, replace, and seismically upgrade the Hetch Hetchy water system's aging pipelines, tunnels, pumps, tanks, reservoirs and dams. PUC commenced the WSIP in FY 2002-03 and is scheduled to complete all projects by the end of July 2016. The approved WSIP project budget is $4,113,856,261, plus $471,700,000 in financing costs, for a total cost of $4,585,556,261. WSIP is funded with PUC Water Revenue Bonds, which will be repaid from water rate revenues paid by PUC water customers.

On November 18, 2008, the Board of Supervisors authorized the General Manager of the San Francisco Public Utilities Commission (PUC) to enter into a professional services agreement with Jacobs Engineering Group Inc. (Jacobs Engineering), for an amount not-to-exceed $25,000,000 over a period of no more than 58 months (four years and ten months)[1], to provide construction management services for three projects in the Bay Division Region of WSIP. Jacobs Engineering was selected based on a competitive Request for Proposals (RFP) process.

Under the agreement, Jacobs Engineering has provided the PUC with construction management and related services for three projects for the WSIP Bay Division Region:

(1) The construction of the pipeline portion of the Bay Division Pipeline (BDPL) No. 5;

(2) The construction of three new crossover pipelines between BDPL Nos. 3 and 4; and

(3) Phase II of the Supervisory Control and Data Acquisition System (SCADA).

According to the PUC at the time of approval of the original agreement, a contractor was necessary to provide the construction management services because the PUC's in-house construction management staff did not have the expertise for the complex construction management services required by these three projects.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the first amendment to the PUC contract with Jacobs Engineering for construction management and related services for the WSIP Bay Division Pipeline project, increasing the agreement by an amount not-to-exceed $1,500,000, from $25,000,000 to not-to-exceed $26,500,000, and adopting findings pursuant to the California Environmental Quality Act (CEQA).

[1] The original agreement was from approximately December 2008 through September 2013.

According to the PUC, the proposed increased contract amount is due to the following:

1. Seismic Upgrades of BDPL Nos. 3 and 4

   The PUC has added a task order to the agreement with Jacobs Engineering to provide preconstruction archeological and paleontological (or pre-historical) evaluation services for the seismic upgrade of the BDPL Nos. 3 and 4 project at the crossing of the Hayward Fault, as required by the CEQA Mitigation, Monitoring, and Reporting Program. The task order includes, among other things, an archeological and paleontological testing program and data recovery, analysis, reporting, as well as the associated environmental, public outreach, and permitting activities.

2. Peninsula BDPL No. 5 Tunnel

   Under the original agreement, the Peninsula segment of the BDPL No. 5 was to be constructed as an open-cut pipeline in its entirety. However, the PUC separately bid construction of the Cordilleras Creek segment of the BDPL No. 5 as a tunnel instead of an open-cut pipeline, due to the discovery of an archaeological burial site. The new tunnel extended the construction phase for the project, and increased the need for construction management services provided by Jacobs Engineering.

3. Additional Peninsula BDPL No. 5 Environmental, Biological and Archaeological Monitoring

   In addition to the archaeological site at Cordilleras Creek, three other significant archaeological finds were discovered along the Peninsula BDPL No. 5 after PUC entered into the original agreement with Jacobs Engineering. All of these finds required increased archeological support, including full-time archaeologists and full-time representatives of the most likely descendants of the archaeological burial site to be present during excavation, preparation of technical memoranda to address findings and recommendations, attendance at multiple agency meetings, and removal of human remains by archaeologists and the representatives of the most likely descendants.

According to the May 22, 2012 memorandum to the Public Utilities Commission, prepared by PUC staff, amending the existing agreement between PUC and Jacobs Engineering is more cost effective than issuing an RFP to select a new engineering consultant. The amended services will use existing skills and knowledge of current staff resulting in time and cost savings.

FISCAL IMPACTS

The requested $1,500,000 in increased agreement not-to-exceed amount would be allocated for construction management services as shown in Table 1 below.

Table 1. Proposed Increase in the Agreement between PUC and Jacobs Engineering for Construction Management Services

Project	Original Amount	Proposed Increase/ (Decrease)	Proposed Contingency (1.1%)	Total Proposed Increase/ (Decrease)	Total Proposed Amount
BDPL No. 5 East Bay	$7,778,251	$31,749	$0	$31,749	$7,810,000
BDPL No. 5 Peninsula	11,471,790	1,506,393	291,227	1,797,620	13,269,410
BDPL No. 3 and 4 Crossover	5,249,369	(799,368)	0	(799,368)	4,450,001
SCADA	500,590	0	0	0	500,590
Seismic Upgrade	0	470,000	0	470,000	470,000
Total	**$25,000,000**	**$1,208,774**	**$291,227**	**$1,500,000**	**$26,500,000**

According to Mr. Carlos Jacobo, PUC Budget Manager, funding for the proposed first amendment would come from existing Water Revenue Bond funds, previously appropriated by the Board of Supervisors.

RECOMMENDATION

Approve the proposed resolution.

FILE NO. 090979 RESOLUTION NO. 371-09

[CEQA Findings for SFPUC Water System Improvement Program Bay Division Pipeline Reliability Upgrade Project in Alameda and San Mateo Counties.]

Resolution adopting findings under the California Environmental Quality Act ("CEQA"), including the adoption of a mitigation monitoring and reporting program and a statement of overriding considerations related to the Bay Division Pipeline Reliability Upgrade Project, CUW 36801, 36802 and 36803; and directing the Clerk of the Board of Supervisors to notify the Controller of this action.

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has developed a project description for the Bay Division Pipeline Reliability Upgrade Project, a water infrastructure project included as part of the Water System Improvement Program (also commonly referred to as the BDPL No. 5 Project and herein as the "Project"). The Project is located in Alameda and San Mateo Counties, beginning in Fremont near Mission Boulevard, passing under the San Francisco Bay, and ending at the Pulgas Tunnel Portal in San Mateo County. The Project includes, among other related features, the installation of approximately a 7-mile-long, 72-inch-diameter welded steel pipe, a 5-mile-long, 108-inch-diameter tunnel, a 9-mile-long 60-inch-diameter welded steel pipe, three crossover facilities, twenty-seven customer service connections, underground vaults, appurtenances, and a passive cathodic protection system; and

WHEREAS, The objectives of the Project are to improve seismic and delivery reliability of the water system, and provide redundancy for water customers in San Francisco and in the northern Peninsula during planned and unplanned shutdown of an existing pipeline; and

WHEREAS, An environmental impact report ("EIR") as required by the California Environmental Quality Act ("CEQA") was prepared for the Project; and

WHEREAS, The Final EIR ("FEIR") was certified by the San Francisco Planning Commission on July 9, 2009 by Motion No. 17918; and

WHEREAS, The FEIR prepared for the Project is tiered from the Water System Improvement Program Environmental Impact Report ("PEIR") adopted by the San Francisco Public Utilities Commission in Resolution No. 08-200 dated October 30, 2008, as authorized by and in accordance with CEQA and the CEQA Guidelines; and

WHEREAS, On July 14, 2009, the San Francisco Public Utilities Commission (SFPUC), by Resolution No. 09-0120, a copy of which is included in Board of Supervisors File No. 090979 and which is incorporated herein by this reference: (1) approved the Project; (2) adopted findings (CEQA Findings), including a statement of overriding considerations, and a Mitigation Monitoring and Reporting Program (MMRP) required by CEQA; and (3) authorized the General Manager to seek the Board of Supervisors' approval of and, if approved, to execute certain necessary agreements and deeds, which the SFPUC staff will pursue and submit to the Board of Supervisors at a later date; and

WHEREAS, The Project files, including the FEIR, PEIR and SFPUC Resolution No. 09-0120 have been made available for review by the Board and the public, and those files are considered part of the record before this Board; and

WHEREAS, The Board of Supervisors has reviewed and considered the information and findings contained in the FEIR, PEIR and SFPUC Resolution No. 09-0120, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; and

WHEREAS, This Board of Supervisors adopted Ordinance No. 311-08 that placed Water System Improvement Program appropriated funds on Controller's Appropriation Reserve, by project, making release of appropriation reserves by the Controller subject to the prior occurrence of: (1) the SFPUC's and the Board's discretionary adoption of CEQA

Findings for each project, following review and consideration of completed project-related environmental analysis, pursuant to CEQA, the State CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code, where required, and (2) the Controller's certification of funds availability, including proceeds of indebtedness. The ordinance also placed any project with costs in excess of $100 million on Budget and Finance Committee reserve pending review and reserve release by that Committee. Therefore, the SFPUC has sent a letter to the Budget and Finance Committee requesting review and release of the portion of those funds necessary for the Bay Division Pipeline Reliability Upgrade Project; now, therefore, be it

RESOLVED, That the Board of Supervisors has reviewed and considered the FEIR and record as a whole, finds that the FEIR is adequate for its use as the decision–making body for the action taken herein including, but not limited to, approval of the Project and adopts and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP contained in Resolution No. 09-0120; and be it

FURTHER RESOLVED, That the Board finds that the Project mitigation measures set forth in the FEIR and the MMRP and adopted by the SFPUC and herein by this Board will be implemented as reflected in and in accordance with the MMRP; and be it

FURTHER RESOLVED, The Board finds that since the FEIR was finalized, there have been no substantial project changes and no substantial changes in Project circumstances that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That the Board directs the Clerk of the Board to forward this Resolution to the Controller.

City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 090979 **Date Passed:**

Resolution adopting findings under the California Environmental Quality Act ("CEQA"), including the adoption of a mitigation monitoring and reporting program and a statement of overriding considerations related to the Bay Division Pipeline Reliability Upgrade Project, CUW 36801, 36802 and 36803; and directing the Clerk of the Board of Supervisors to notify the Controller of this action.

September 22, 2009 Board of Supervisors — ADOPTED

Ayes: 10 - Alioto-Pier, Avalos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell, Mirkarimi

Excused: 1 - Campos

File No. 090979

I hereby certify that the foregoing Resolution was ADOPTED on September 22, 2009 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

9/29/09
Date Approved

Mayor Gavin Newsom

San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

AGENDA ITEM
Public Utilities Commission
City and County of San Francisco

DEPARTMENT Project Management Bureau AGENDA NO. **11**

MEETING DATE May 22, 2012

Professional Services Amend: Regular Calendar
Project Manager: Johanna I. Wong

Amendment No. 1 to Agreement No. CS-914: Bay Division Regional Construction Management (CM) Services

Summary of Proposed Commission Action:	**Approve** Amendment No. 1 to Water Enterprise, Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services, with Jacobs Engineering Group Inc. for additional project-specific construction management services; and **authorize** the General Manager to execute this amendment, increasing the agreement by $1,500,000, for a total not-to-exceed agreement amount of $26,500,000; subject to the Board of Supervisors approval pursuant to Charter Section 9.118, in lieu of the action previously authorized under Resolution No. 11-0129.
Background & Description of Scope of Services:	The San Francisco Public Utilities Commission awarded Jacobs Engineering Group Inc. Agreement No. CS-914, Bay Division Regional Construction Management Services, on September 23, 2008 per Resolution No. 08-0174. The scope provides for the overall construction management of the projects in the Bay Division Region, including the following tasks: Task 1: Regional Construction Management Services; Task 2: Bay Division Pipeline (BDPL) Reliability Upgrade, East Bay; Task 3: BDPL Reliability Upgrade, Peninsula; Task 4: BDPL Nos. 3 and 4 Crossovers; Task 5: SCADA Phase II Improvements; and Task 6: Optional Tasks. The work under the original agreement generally consists of: • Pre-construction Phase Services o Review Design Engineer construction schedules for the

APPROVAL:

DEPARTMENT / BUREAU	Harlan Kelly Jr.	FINANCE	Todd L. Rydstrom
COMMISSION SECRETARY	Donna Hood	GENERAL MANAGER	Ed Harrington

various projects and provide constructability review of construction bid documents;
- Provide Bid and Award Phase assistance;
- Provide assistance with permits and rights-of-way;
- Provide construction contract requirements for CM field offices and other project related costs/services;
- Provide resource loaded task plan;
- Participate in the Pre-Construction Conference;
- Provide project-specific CM Plans in accordance with WSIP CM Plan;
- Provide project-specific Risk Management Plans, CM Safety Plans, and Quality Assurance Plans; and
- Provide other support activities necessary for the award of the various construction contracts and initiation of the construction work.

- Construction Phase Services
  - Provide CM services to manage and administer the construction of the WSIP Bay Division Regional Projects in accordance with the WSIP CM Plan;
  - Provide quality assurance (QA) services including testing and field investigations for the various contracts;
  - Provide environmental compliance monitoring and support services;
  - Assist with the implementation of the Project Labor Agreement (PLA);
  - Assist with SFPUC's public outreach effort for the Bay Division Region during construction;
  - Provide construction project controls services;
  - Provide testing and startup management services;
  - Assist with activities associated with the acceptance of the work, close-out, and turnover;
  - Provide other support activities necessary for the management of the construction work.

All environmental analysis documents for all the projects in the Bay Division Region have been reviewed and certified by the San Francisco Planning Commission.

Resolution 11-0129:
On July 11, 2012 the Commission authorized the General Manager to execute an amendment, increasing the agreement by $5,000,000, for a total agreement amount of $30,000,000, and increasing the agreement duration by one (1) year, and seven (7) months, for a total agreement duration of six (6) years, four (4) months. However, subsequent to this authorization but prior to execution of the amendment a decision was made to not proceed with this amendment and perform the majority of these services under a separate contract (Seismic Upgrade of BDPL Nos. 3 & 4 at Hayward Fault Construction Management (CM) Services (CS-225)).

Changes to the Agreement under the Revised Amendment:
The WSIP team now wishes to seek the approval of the Commission for a smaller amendment to provide additional CM services needed for the following reasons:

1. Project Construction Manager (PCM) for BDPL Nos. 3 and 4 Crossovers

   The Agreement and the Consultant's proposal dated June 19, 2008 did not provide for a Project Construction Manager (Project CM) for the BDPL Nos. 3 and 4 Crossovers because the Request For Proposal stated that the City's Construction Management Bureau (CMB) would provide a City staff to perform the duties of the Project CM. However, CMB has not been able to provide a PCM for the project since the start of the pre-construction phase services of the BDPL Nos. 3 and 4 Crossovers in January 2009. As such, Jacobs Engineering Group provided a Project CM and will continue to provide a Project CM until the closeout of the project currently anticipated in November 2012.

2. Preconstruction Archeological and Paleontological Services for Seismic Upgrade of Bay Division Pipeline (BDPL) Nos. 3 and 4 at Hayward Fault.

   As one of the requirements of the Mitigation, Monitoring, and Reporting Program of the Seismic Upgrade of the BDPL Nos. 3 and 4 at Hayward Fault project, a task order was added to CS-914 to provide for preconstruction archeological and paleontological services for one of the projects in the Bay Division Region, Seismic Upgrade of BDPL Nos. 3 and 4 at Hayward Fault. The task order includes, among other things, an archeological and paleontological testing program and data recovery, analysis, reporting, as well as the associated environmental, public outreach, and permitting activities.

3. Cordilleras Creek Microtunnel construction project.

   A segment of the BDPL No. 5 at Cordilleras Creek was deleted from the existing BDPL No. 5 Peninsula reaches construction contract and bid out separately as a tunnel instead of an open-cut pipeline, due to a discovery of an archaeological burial site. The new tunnel resulted in a longer construction phase duration for the project, as well as the need for certified, skilled and qualified field staff currently unavailable within the SFPUC.

4. Additional environmental, biological and archaeological monitoring.

In addition to the archaeological site at Cordilleras Creek, three other significant archaeological finds were discovered along the BDPL No. 5 Peninsula Reaches alignment after CS-914 was awarded. All of these finds required significantly increased archeological support, including full-time archaeologists and full-time Most Likely Descendant (MLD) representatives present during excavation, preparation of technical memoranda to address findings and recommendations, attendance at multiple agency meetings, and removal of human remains finds by archaeologists and MLD representatives.

It is most definitely more efficient and cost effective to amend Agreement No. CS-914, Bay Division
Regional Construction Management (CM) Services to perform the above additional work than to undertake a separate and lengthy proposal and selection process for a new consultant team. The amended services will use existing skills and knowledge of current staff resulting in time and cost savings.

Amendment No. 1: is being requested for $1,500,000 within the Bay Division Region; increasing the total not-to-exceed agreement amount to $26,500,000.

Result of Inaction:

A delay in amending this agreement will cause construction of the various projects in the Bay Division Region to be potentially delayed while additional in-house staff are hired and trained.

Budget & Costs:

Original Not-To-Exceed Amount: $25,000,000

Amendment No. 1 Not-To-Exceed Amount: $1,500,000

Total Not-To-Exceed Amount: $26,500,000

Funding: The funds needed to cover the cost of this amendment are available from various projects in the Bay Division Region. The total not-to-exceed amount of $26,500,000 are anticipated to be funded as follows:

Project Number:	Title:	Amount:
CUW36802	BDPL Upgrade-Pipeline	$21.08M
CUW38001	BDPL Nos. 3 and 4 Crossovers	$ 4.45M
CUW36301	SCADA	$ 0.50M
CUW35302	Seismic Upgrade of BDPL Nos. 3 and 4 at Hayward Fault	$ 0.47M

Schedule:	**Duration:** 4 years, 10 months (58 months) Not schedule modification requested.
Compliance With Chapter 14B: Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance:	A Human Rights Commission (HRC) sub consulting goal of 21.9% Local Business Enterprise (LBE) participation of the total value of services to be provided has been established for this agreement.
Recommendation:	SFPUC staff recommends that the Commission adopt the attached resolution.
Attachment:	1. SFPUC Resolution

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 12-0089

WHEREAS, On September 23, 2008, pursuant to Resolution No. 08-0174, this Commission awarded Agreement No. CS-914, Bay Division Regional Construction Management (CM) Services, and authorized the General Manager to negotiate and execute a professional services agreement, in the amount of $25,000,000, and with a term of four years and 10 months, concluding on September 30, 2013, with Jacobs Engineering Group Inc., subject to Board of Supervisors approval pursuant to Charter Section 9.118(a); and

WHEREAS, On November 18, 2008, pursuant to File No. 08-1266, and Resolution No. 490-08 approval for Agreement No. CS-914 was obtained from the Board of Supervisors; and

WHEREAS, On July 11, 2011, the Commission authorized the General Manager to execute an amendment to Agreement No. CS-914, increasing the agreement by $5,000,000, for a total agreement amount of $30,000,000, and increasing the agreement duration by one year and seven (7) months, for a total agreement duration of six years and four months; however, subsequent to this authorization but prior to execution of the amendment, a decision was made to not proceed with this amendment; and

WHEREAS, Amendment No. 1 is being requested for $1,500,000 to address the need for additional construction management services in the Bay Division Region, increasing the total not-to-exceed agreement amount to $26,500,000; and

WHEREAS, A Human Rights Commission (HRC) sub consulting goal of 21.9% Local Business Enterprise (LBE) participation of the total value of services to be provided has been established for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW36802- BDPL Upgrade- Pipeline, Project No. CUW38001 - BDPL Nos. 3 and 4 Crossovers, Project No. CUW36301 – SCADA, and Project No. CUW35302 – Seismic Upgrade of BDPL Nos. 3 and 4 at Hayward Fault; now, therefore, be it

RESOLVED, That the Commission finds that the Final Environmental Impact Report ("FEIR") for the Bay Division Reliability Upgrade Project is adequate for its use as the decision-making body for the action taken herein; having assessed the impacts associated with the various construction changes in the Bay Division Region did not involve any new significant impacts not addressed in the FEIR; and be it

FURTHER RESOLVED, The Commission finds that since the FEIR was finalized, there have been no substantial changes in the projects in the Bay Division Region, and no substantial changes in circumstances relating to the project that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That in lieu of the action previously authorized under Resolution No. 11-0129, this Commission hereby approves Amendment No. 1 to Water

Enterprise, Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services with Jacobs Engineering Group for additional project-specific construction management services, and authorizes the General Manager to execute this amendment, increasing the agreement by $1,500,000, for a total agreement amount of $26,500,000, subject to Board of Supervisors approval pursuant to Charter Section 9.118(b).

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 22, 2012

Donna Good

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **08-0174**

WHEREAS, It is necessary to procure the services of a qualified Construction Management firm to provide specialized construction management services to supplement SFPUC staff through Agreement No. CS-914, Bay Division Regional Construction Management Services, and

WHEREAS, The estimated cost of services is up to $25,000,000 assuming that the Commission approves the proposed projects following review and consideration of the certified Final Environmental Impact Report for Bay Division Pipeline (BDPL) Reliability Upgrade – Pipeline Project and Initial Study/Mitigated Negative Declaration for the BDPL Nos. 3 & 4 Crossovers Project; and

WHEREAS, Funds for the various tasks of the agreement will be available from the following projects:

BDPL Reliability Upgrade – Pipeline Project (CUW36802) - $17.4M
BDPL Nos. 3 & 4 Crossovers Project (CUW35301) - $2.3M
SCADA System - Phase II Project (CUW36301) - $5.1
BDPL Reliability Upgrade – Tunnel Project (CUW36801) - $0.2M; and

WHEREAS, The proposal was advertised on April 4, 2008; and

WHEREAS, Services are anticipated to begin in December 2008 and, if the Commission approves the projects following review of the various environmental documents, end in October 2013 and the duration of this agreement is up to 58 months; and

WHEREAS, SFPUC staff and HRC review of the proposals resulted in the establishment of Jacobs Engineering as the best qualified consulting firm; and

WHEREAS, An HRC sub-consulting goal of 15% LBE participation has been established and approved for this agreement by the HRC Contract Compliance Officer assigned to the SFPUC. Jacobs Engineering is committed to meet the LBE goal of 22% submitted in its proposal which exceeds the HRC goal established; and

WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within 2 weeks of the date of the Commission award; failure of the bidder to obtain compliance certification from HRC may, in the General Manager's sole discretion, result in award of the agreement to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

RESOLVED, That this Commission hereby approves the selection of Jacobs Engineering; awards Water Enterprise Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services, to provide construction management services; and authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate a professional services agreement with Jacobs Engineering for an amount not to exceed $25,000,000, and with a duration of up to 58 months, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate a professional services agreement with the next highest ranked proposer, provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the Final Environmental Documents and determines whether or not to approve the proposed Projects; and authorizes the General Manager to execute the agreement, subject to Board of Supervisors' approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of September 23, 2008

Secretary, Public Utilities Commission

Amendment of the whole
in committee. 11/5/08

FILE NO. 081266 RESOLUTION NO. 490-08

[WSIP Agreement No. CS-914, Bay Division Regional Construction Management Services.]

Resolution approving the selection of Jacobs Engineering; awards Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services.

WHEREAS, It is necessary to procure the services of a qualified Construction Management firm to provide specialized construction management services to supplement SFPUC staff through the Agreement No. CS-914, Bay Division Regional Construction Management Services, which includes Construction Management Services for Bay Division Regional Projects, and

WHEREAS, The estimated cost of services is up to $25,000,000 assuming that the Commission approves the proposed projects' California Environmental Quality Act (CEQA) documents; and

WHEREAS, The proposal was advertised on April 4, 2008; and

WHEREAS, Services are anticipated to begin in December 2008 and, if the Commission approves the proposed projects, end in October 2013 and the duration of this agreement is up to 58 months; and

WHEREAS, SFPUC staff and HRC review of the proposals resulted in the establishment of Jacobs Engineering as the best qualified consulting firm; and

WHEREAS, An HRC sub-consulting goal of 15% LBE participation has been established and approved for this agreement by the HRC Contract Compliance Officer

assigned to the SFPUC, and Jacobs Engineering is committed to meet the LBE goal of 22% submitted in its proposal which exceeds the HRC goal established; and

WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within 2 weeks of the date of the Commission award; failure of the bidder to obtain compliance certification from HRC may, in the General Manager's sole discretion, result in award of the agreement to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

WHEREAS, Funds for this agreement will be available at the time of award of the agreement from Bay Division Regional Projects, including the Bay Division Reliability Upgrade Project - Pipeline (CUW36802), BDPL Nos. 3 & 4 Crossover/Isolation Valves (CUW35301), and SCADA System - Phase II (CUW36301), Bay Division Reliability Upgrade Project – Bay Tunnel (CUW36801) ; and

WHEREAS, SFPUC resolution No. 08-0174 approved the selection of Jacobs Engineering; awards Water Enterprise Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services, to provide construction management services for Bay Division Regional Projects; and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate a

professional services agreement with Jacobs Engineering for an amount not to exceed $25,000,000, and with a duration of up to 58 months, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate a professional services agreement with the next highest ranked proposer, provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the proposed Projects' CEQA documents and determines whether or not to approve the proposed Projects; and authorized the General Manager to execute the agreement, subject to Board of Supervisors' approval pursuant to Charter Section 9.118; now, therefore, be it

RESOLVED, That Board of Supervisors hereby approves the selection of Jacobs Engineering; awards Water Enterprise Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services, to provide construction management services for Bay Division Regional Projects; and authorizes the General Manager of the San Francisco Public Utilities Commission ~~to negotiate a professional services agreement~~ to execute a professional services agreement with Jacobs Engineering for an amount not to exceed $25,000,000, and with a duration of up to 58 months~~, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate a professional services agreement with the next highest ranked proposer,~~ provided that expenditures shall be limited to pre-construction activities until such time as the Commission reviews and considers the proposed Projects' CEQA documents and determines whether or not to approve the proposed ~~Projects; and authorizes the General Manager to execute the agreement~~.

City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 081266 **Date Passed:**

Resolution approving the selection of Jacobs Engineering; awards Water System Improvement Program-funded Agreement No. CS-914, Bay Division Regional Construction Management Services.

November 18, 2008 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Ammiano, Chu, Daly, Dufty, Elsbernd, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 081266

I hereby certify that the foregoing Resolution was ADOPTED on November 18, 2008 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

11/25/2008
Date Approved

Mayor Gavin Newsom

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **11-0129**

WHEREAS, On September 23, 2008, this Commission awarded Agreement No. CS-914, Bay Division Region Construction Management Services, and authorized the General Manager to execute a professional services agreement, in the amount of $25,000,000, and with a duration of four (4) years and nine (9) months, concluding on September 30, 2013, with Jacobs Engineering Group Inc; and

WHEREAS, Amendment No. 1 is being requested for $5,000,000, increasing the total not-to-exceed agreement to $30,000,000, and increasing the duration by one (1) year and seven (7) months, for a total agreement duration of six (6) years and four (4) months in order to provide construction management services for the Seismic Upgrade of the Bay Division Pipelines 3 and 4 project; and

WHEREAS, A Human Rights Commission (HRC) subconsulting goal of 21.9% Local Business Enterprise (LBE) participation has been established for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW35302 - Upgrade of the Bay Division Pipelines 3 and 4; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise, Water System Improvement Program-funded Agreement No. CS-914, Bay Division Region Construction Management Services with Jacobs Engineering Group, for continued construction management services; and authorizes the General Manager to execute this amendment, increasing the agreement by $5,000,000, for a total agreement amount of $30,000,000, and increasing the agreement duration by one (1) year, and seven (7) months, for a total agreement duration of six (6) years, four (4) months, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 12, 2011

Michael Hosaka

Secretary, Public Utilities Commission

City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, California 94103

First Amendment between the City and County of San Francisco
(through the San Francisco Public Utilities Commission)
and
Jacobs Engineering Group Inc.
CS-914

THIS AMENDMENT (this "Amendment") is made as of **May 23, 2012**, in San Francisco, California, by and between **Jacobs Engineering Group Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through the 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 increase the Agreement not-to-exceed amount to provide ongoing construction management services in support of projects in the Bay Division Region of the Water System Improvement Program ("WSIP"), supplement the scope of services consistent with the general scope of the Agreement, and update standard contractual clauses;

WHEREAS, on May 22, 2012, per Resolution No. 12-0089, the San Francisco Public Utilities Commission approved Amendment No. 1 to Agreement No. CS-914 to continue construction management services, increasing the Agreement not-to-exceed amount by $1,500,000 from $25,000,000 to $26,500,000;

WHEREAS, On _____, 2011, approval for this Amendment was obtained from the Board of Supervisors, per Resolution _____;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean Agreement No. CS-914, dated **November 5, 2008**, between Contractor and City.

b. 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. The Introductory Paragraph of the Agreement currently reads as follows:

This Agreement is made this Fifth day of November, 2008 in the City and County of San Francisco, State of California, by and between: **Jacobs Engineering Group Inc., 160 Spear Street, Suite 330, San Francisco, CA 94105**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

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

This Agreement is made this 5th day of November, 2008, in the City and County of San Francisco, State of California, by and between: **Jacobs Engineering Group Inc., 160 Spear Street, Suite 330, San Francisco, CA 94105**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through the San Francisco Public Utilities Commission.

2b. 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 adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Five Million Dollars ($25,000,000)**. 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.

As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Contractor shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

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 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 HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC 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 HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC 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 adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Twenty Six Million Five Hundred Dollars ($26,500,000)**. 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.
As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Contractor shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

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 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 HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC 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 HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

2c. Submitting False Claims; Monetary Penalties. Section 8 is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Remedies.

Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. The text of Article V of Chapter 6, along with the entire San Francisco Administrative Code is available on the web at http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfranciscо_ca . A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2d. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than $5,000,000 each claim with respect to negligent acts,

errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements

with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

2e. Limitations on Contributions. Section 42 is hereby replaced in its entirety as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

2f. Requiring Health Benefits for Covered Employees. Section 43 is hereby replaced in its entirety to read as follows:

43. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

l. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

2g. Requiring Health Benefits for Covered Employees. Section 44 is hereby replaced in its entirety to read as follows:

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

l. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

2h. First Source Hiring Program. Section 45 is hereby replaced in its entirety to read as follows:

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in

existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of

this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases,
subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2i. Appendix A, Services to be Provided by Consultant. The second paragraph of Section 1 of Appendix A, "Description of Services," currently reads as follows:

The WSIP CM Plan, as well as the Request for Proposals (CS-914) dated April 4, 2008, are hereby incorporated into this Agreement by reference as if fully set forth herein.

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

The WSIP CM Plan, as it may be amended from time to time during the term of this Agreement, as well as the Request for Proposals (CS-914) dated April 4, 2008 (including all addenda thereto), are hereby incorporated into this Agreement by reference as if fully set forth herein.

2j. Appendix A, Services to be Provided by Consultant. Appendix A to the Agreement is revised as follows:

2j.1. Appendix A, paragraph 2 ("Task Orders"), subsection "Task 6 OPTIONAL TASKS" is hereby replaced in its entirety to read as follows:

TASK 6. BDPL SEISMIC UPGRADE

PRE-CONSTRUCTION PHASE

Subtask 6.1.2 – Provide Constructability Review of Construction Bid Documents (WSIP CM Plan 2.1.2)

Contractor will provide constructability reviews of 95% design document package deliverables for the assigned project, per WSIP CM Plan 2.1.2. For budgeting purposes, it is assumed that one site visit will be conducted after NTP and prior to the start of the review, to better understand site conditions and potential constraints.

The SFPUC Construction Management Bureau (CMB) will coordinate these reviews with the Project CMs. Review comments, in a format defined by SFPUC, are to be provided within 4 weeks of receipt of the design package.

The review comments shall be incorporated as part of a final 100 percent construction document prior to bid and award or be incorporated before the mylars are printed. Specific reviews and/or actions include but are not limited to:

- Identify temporary facilities and staging areas for construction.
- Suggesting language in Supplementary General Conditions for price scalation on certain commodities.
- Provide incentives for early completion and liquidated damages (LDs) for non conformance and project controllable delays.
- Review and eliminate conflicting provisions.
- Address community concerns for (traffic, noise, dust control, staging area, and working hours).
- Testing and startup requirements and coordination issues.
- Defining substantial completion and milestone requirements.

- Review the submittal section of the contract specifications.
- Review the QC section of the contract specifications.

Deliverables:

- Report on Constructability comments, followed by a meeting to explain and discuss the findings with the SFPUC and design team - report within 4 weeks of receiving design contract documents

Subtask 6.1.12 – Provide Environmental Compliance Monitoring and Support Services (WSIP CM Plan 2.2.12) – Partial Preconstruction Archaeological Investigation

Provide professional archaeological services to meet selected requirements of the environmental mitigation measures for the Seismic Upgrade of Bay Division Pipelines (BDPL) Nos. 3 and 4 Hayward Fault Project (City and County of San Francisco Planning Department December 2009). These services are intended to implement the pre-construction archaeological resource mitigation measures from the project Environmental Impact Report (EIR), including:

- **Management, Oversight, Survey Support, Caltrans Coordination Support, and Pre-Construction CEQA Compliance Support**

Provide project oversight of all tasks, logistics, and coordination for the preconstruction archeological investigation scope of work described herein. The oversight and management of the preconstruction archeological field investigations include the pre-mobilization efforts for access within Caltrans ROW, coordination with a SFPUC Job Order Contract (JOC) Contractor – Yerba Buena Engineering, surveying, and assurance the CEQA requirements are met for pre-construction work.

- **Archaeological Test Program and Data Recovery**

Backhoe Test Units (BTUs): Four backhoe trenches will be excavated along the proposed alignment of BDPL No. 3X (within construction Zones 3 and 5) to determine the presence/absence of subsurface archaeological deposits associated with CA-ALA-576 and determine where hand-excavated data recovery is necessary.

GeoProbe Borings: It is not known if CA-ALA-576 is present under Mission Boulevard in Zones 6 and 7. The excavation of BTUs is not feasible in this area for safety reasons. Subsurface testing will utilize a GeoProbe to complete five bores. Three bores (B-1, B-2 and B-3) will be located within the recorded boundaries of CA-ALA-576, between the northbound loop on-ramp and Mission Boulevard, and two bores (B-4 and B-5) will be located outside the recorded site boundary, B-4 in the center divide of Mission Boulevard (only if feasible) and B-5 on the northwest side of Mission Boulevard; the latter two borings are intended to determine if archaeological deposits extend under Mission Boulevard. The bores will be extended to a minimum depth of 6 meters (20 feet) in Construction Zone 6 and 10.7 meters (35 feet) in Construction Zone 7. A qualified geoarchaeologist/soils scientist will examine all samples to help identify buried soils and determine the vertical extent of the cultural materials within SFPUC construction zones.

Shovel Test Units (STUs): A minimum of 15 STUs will be excavated by Basin Research placed where construction trenches for BDPL No. 4 improvements are planned. Standard field recordation protocols will be followed.

Mapping and Documentation: All test units, and any subsequent data recovery units and archaeological features, will be mapped using a sub-meter GPS unit and electronic theodolite in relation to a permanently installed site datum; if possible referenced to a datum previously established in CA-ALA-576 by Thompson and Galvan in 1998.

Stratigraphic profiles will be produced as necessary to document stratigraphic relationships, including the depth of overlying artificial fill inside the SFPUC ROW. Digital photographs will be taken to acquire site overviews and document test unit locations, stratigraphic relationships, archaeological features, and other methodological details and test findings.

ADRR Report: Basin Research will complete an archaeological data recovery report (ADRR) will be completed after data recovery and treatment efforts in accordance with MEA WISP Projects Archaeological Guidance Documents No. 8 – Archaeological Data Recovery Report (ADRR).

- **Extended Archaeological Survey (EAS) for Areas Outside of CA-ALA-576 (M-CP-2b)**

EAS Development : A short work plan report or memo will be developed for agency approval by Basin Research that provides background and the data acquisition protocols to be followed to obtain presence/absence information of subsurface cultural deposits within the SFPUC ROW but outside of the mapped site boundary. The program will included potential locations for the coring although these will be subject to field verification for the presence of subsurface utilities and other underground constraints.

Field Investigation: This field investigation will complete a surface inventory of the Project APE and obtain and review no more than 20 GeoProbe cores within the APE varying in depth from 20 feet to 35 feet below the existing grade to determine the presence/absence of A Horizon soils and associated cultural deposits. All cores will be reviewed by a qualified geoarchaeologist/soils scientist either in the field or at a field lab to determine the presence/absence of potential cultural materials. Only cores with cultural sediments presents will be formally logged.). A Native American consultant will be present during field activities.

Report : The GeoProbe results will be reported in a short report by Basin Research that detailing methodology and the results of the field investigation along with conclusions on the site boundary. Appropriate maps and graphics as well as data appendices will be included. Revised site boundaries will be detailed and an updated DPR 523 form will be filed by Basin Research at the Northwest Information Center along with any revised site boundary map(s).

- **Archaeological Evaluation Plan (AEP) and Archeological Evaluation and Effects Report (AEER) (M-CP-2c)**

- **Archaeological Monitoring Plan and Accidental Discovery Measures (M-CP-2d)**

An Archaeological Monitoring Plan (AMP) must be prepared in accordance with MEA WISP Projects Archaeological Guidance Documents No. 4. Consultation with MEA and the Corps are required to refine the AMP. The AMP will include measures

that will be implemented to ensure that important, previously unrecorded archaeological resources that are discovered during construction (but were not identified during implementation of the EAS or ARDTP/HPTP) are identified, evaluated, and treated appropriately. The AMP will also detail the protocols for the unexpected exposure of cultural resources.

- **Human Remains and Associated or Unassociated Funerary Objects (M-CP-4)**
  Scope to be developed depending on discovery and exposure of Native American remains

- **Union Sanitary District (USD) Environmental Surveys and Archaeological Monitoring**
  Environmental tasks are expected to include:
  - In advance of the USD field activities, the public liaison will prepare a neighborhood notice flier and distribute per mitigation measure LU-1. The liaison will also address any public complaints.

  - Biologist will perform pre-construction biological surveys
  - Environmental inspector will conduct worker environmental tailgate training to address applicable mitigation measures and USD subcontractors will sign training sheet as required.
  - Environmental inspector will periodically visit the USD activities to check general environmental compliance.
  - Paleontological monitoring will be performed in sensitive areas (Irvington Gravels and undivided surficial deposits) as needed per mitigation measure CP-3, assume for two borings and ~500 ft of open cut trenching.
  - Archeological monitoring will be performed per mitigation CP-2. An archaeologist will monitor the estimated 500 feet of open cut locations during construction and a Native American will be present for digging the bore pit within the archaeological site boundaries. None of the borings/potholes are located within the archaeological site boundaries. An archaeologist will monitor the USD borings/potholes within 100ft of the archaeological site. Potholes may be spot checked since they may all be in fill.

  - **Special Analytical Services**
  Various discipline specialists for Soils and geomorphology field/technical studies, Radiocarbon dating , Obsidian hydration/XRF, Physical Anthropology/Osteology, etc. will provide analytical services if required during the testing program.

2j.2 Task 7 OPTIONAL TASKS" is hereby added to read as follows:

TASK 7. OPTIONAL TASKS

Work on optional tasks shall not be initiated without prior written authorization from the SFPUC RPM. Optional tasks shall be scoped and determined by Task Order.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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:

_____

Ed Harrington
General Manager
San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
John G. White
Deputy City Attorney

CONTRACTOR

Jacobs Engineering Group Inc.

_____

Name of authorized representative

_____

Title

City vendor number:

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

1155 Market Street, 11th Floor
San Francisco, CA 94103
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 MAY 25 AM 10: 51

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Nathan Purkiss, 554-3404**

DATE: **5/25/12**

SUBJECT: **Resolution authorizing an amendment to the San Francisco Public Utilities Commission (SFPUC) contract CS-914, increasing the agreement by $1,500,000 for a total agreement amount of $26,500,000 and adopting findings pursuant to the California Environmental Quality Act**

Please find the original and 4 copies of a Board of Supervisors resolution authorizing an amendment to the San Francisco Public Utilities Commission (SFPUC) contract CS-914 for construction management services with Jacobs Engineering Group Inc. to be provided on projects in the Water System Improvement Program (WSIP) and authorizing the General Manager to execute this amendment, increasing the agreement by $1,500,000 for a total agreement amount of $26,500,000 and adopting findings pursuant to the California Environmental Quality Act

1. Board of Supervisor's Resolution.
2. Signed copy of SFPUC Commission Resolution 12-0089, and the SFPUC Agenda Item related to this resolution.
3. Copy of referenced SFPUC resolution 08-0174
4. Copy of referenced Board of Supervisors Resolution #490-08
5. Copy of referenced SFPUC resolution 11-0129
6. Agreement No. CS-914 First Amendment

Please contact us if you need any additional information on these items.

Departmental representative to receive a copy of the adopted resolution:

Name: Nathan Purkiss
Phone: 554-3404

Interoffice Mail Address: 1145 Market Street, 7th Floor

Edwin M. Lee
Mayor

Anson Moran
President

Art Torres
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Vince Courtney
Commissioner

Ed Harrington
General Manager

File No. 120582

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*

Name of contractor: JACOBS ENGINEERING GROUP INC.

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.***

1. Joseph R. Bronson, Peter J. Robertson, Noel G. Watson, Robert C. Davidson, Jr., Edward V. Fritzky, Benjamin F. Montoya, John F. Coyne, Linda Fayne Levinson, and Craig L. Martin
2. Craig L. Martin (President, CEO), John W. Prosser, Jr. (EVP, Finance and Administration)
3. None to our knowledge
4. AEW Engineering, Inc., AGS, Inc., Applied Technology & Science, Avila and Associates, Basin Research Group, Carey and Co., Dabri, Inc., Davis & Associates Communications, Inc., Far Western Anthropological Research Group, Fugro West, Inc., Illingworth & Rodkin, Joe Hill Consulting, Kleinfelder West, Inc., L. Luster & Associates, Tetra Tech, Inc., and The Hanna Group
5. Jacobs good government fund of Jacobs Engineering Group Inc.

Contractor address: 160 Spear St, Suite 330, San Francisco, CA

Date that contract was approved:	Amount of contract: $25,000,000 (original) $26,500,000 (amended amount)

Describe the nature of the contract that was approved: Additional construction management services for the Bay Division Region of the Water System Improvement Program

Comments: None

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ Signature of City Elective Officer (if submitted by City elective officer) _____ Date Signed

_____ Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) _____ Date Signed

120582

San Francisco Water Power Sewer

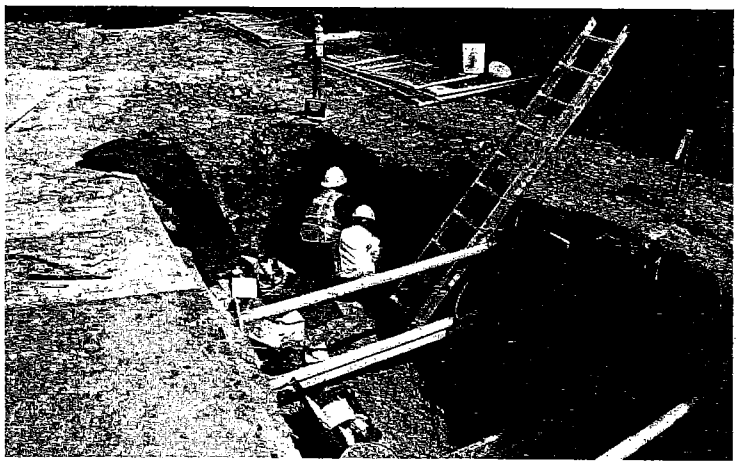
Original Agreement

- Consultant:
  - Jacobs Engineering Group
- Terms:
  - $25 Million
  - 4 years and 10 months
    (December 2008 through September 2013)
- Scope:
  - Construction management services on 3 WSIP projects in Bay Division Region

1

San Francisco Water Power Sewer

Why Amendment Needed



Various archeological and paleontological discoveries have impacted project construction

2

San Francisco Water Power Sewer

Proposed Resolution

- Authorize 1st amendment to PUC consultant agreement with Jacobs Engineering Group
  - $1.5 million increase (from $25M to $26.5M)
  - No change to duration of agreement (4 years and 10 months)
- Adopt findings pursuant to the California Environmental Quality Act (CEQA)

3