

File No. 250208

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 9 2025

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <ul style="list-style-type: none">• Draft Amendment No. 1 – Stantec/JHCE JV• Draft Amendment No. 1 - MMD JV• Draft Amendment No. 1 – AECOM/WRE JV• Draft Amendment No. 1 - LEE Inc | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission (4) |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement - Stantec/JHCE JV 7/25/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement - MMD JV 8/1/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement - AECOM/WRE JV 7/31/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement – LEE Incorporated 7/31/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Resolution No. 25-0033 2/25/2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Resolution No. 23-0144 6/13/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Presentation 4/9/2025</u> |
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Completed by: Brent Jalipa Date April 3, 2025

Completed by: Brent Jalipa Date _____

1 [Agreement Amendment - Stantec JHCE JV, MMD JV, AECOM/WRE JV, and Lee
2 Incorporated - Specialized and Technical As-Needed Services for Operations and
3 Maintenance Support - Not to Exceed \$13,000,000 Each]

4 **Resolution approving and authorizing the General Manager of the Public Utilities**
5 **Commission to execute Amendment No. 1 to Professional Services Agreement Nos.**
6 **PRO.0231.A-D, Specialized and Technical As-Needed Services for Operations and**
7 **Maintenance Support, with Stantec/JHCE JV (PRO.0231.A); MMD JV (PRO.0231.B);**
8 **AECOM/WRE JV (PRO.0231.C); and Lee Incorporated (PRO.0231.D), increasing each**
9 **contract by \$5,500,000, each with a new not to exceed amount of \$13,000,000 for a total**
10 **of \$52,000,000 across all four contracts, effective upon approval of this Resolution,**
11 **with no change to the terms or duration for the period of August 29, 2023, through**
12 **August 29, 2028, pursuant to Charter, Section 9.118.**

13
14 WHEREAS, In 2023, the San Francisco Public Utilities Commission (SFPUC) staff
15 competitively procured qualified consultants to assist the Hetch Hetchy Water and Power
16 division with operations and maintenance support, including asset management services,
17 engineering services, condition assessment, capital planning, and needs assessment for
18 assets spanning from Tuolumne County to the San Francisco Bay Area; and

19 WHEREAS, On June,13, 2023, by Resolution No. 23-0114, the SFPUC awarded
20 Professional Services Agreement Nos. PRO.0231.A-D, Specialized and Technical As-Needed
21 Services for Operations and Maintenance Support, to Stantec/JHCE JV (PRO.0231.A); MMD
22 JV (PRO.0231.B); AECOM/WRE JV (PRO.0231.C); and Lee Incorporated (PRO.0231.D),
23 each in the amount of \$7,500,000 and with a term of five years; and

24 WHEREAS, The scope of work provides as-needed specialized and technical support
25 services to the operating division in the following areas: (i) Water services such as water

1 supply, storage, delivery, conveyance, water quality, water treatment, wastewater treatment,
2 and engineering planning services; (ii) Power Services including powerhouse equipment,
3 controls/communication, transmission and distribution, and engineering planning services;
4 and (iii) Operations and Maintenance Services providing asset management, land
5 management, security, environmental and regulatory compliance, hazardous materials and
6 waste, condition assessment, project prioritization, and on-site operational client
7 engagements; and

8 WHEREAS, The SFPUC is seeking approval of Amendment No. 1 to Professional
9 Services Agreement Nos. PRO. 0231.A-D, increasing each contract by \$5,500,000, with no
10 duration extension, to address the higher than anticipated usage rate for these services, due
11 to an increased need for consulting resources with highly specialized skillsets, resulting from
12 significant changes to infrastructure and asset management practices, and environmental and
13 power regulatory requirements; and

14 WHEREAS, On February 25, 2025, by Resolution No.25-0033, the SFPUC approved
15 Amendment No. 1 to Contract Nos. PRO.0231.A-D, Specialized and Technical As-Needed
16 Services, with Stantec/JHCE JV (PRO.0231.A); MMD JV (PRO.0231.B); AECOM/WRE JV
17 (PRO.0231.C); and Lee Incorporated (PRO.0231.D), increasing each contract by \$5,500,000,
18 each with a new total not to exceed amount of \$13,000,000 for a total of \$52,000,000 across
19 all four contracts, with no change to the terms or duration, subject to Board of Supervisors
20 approval pursuant to Section 9.118 of the San Francisco Charter; and

21 WHEREAS, In accordance with Section 9.118 of the San Francisco Charter, the
22 SFPUC seeks Board of Supervisors approval of Amendment No.1 to the contracts; and

23 WHEREAS, Amendment of these as-needed contracts does not constitute a “project”
24 under the California Environmental Quality Act (CEQA) Guidelines, Section 15378 because it
25 does not involve commitment to any specific project that may result in a physical change in

1 the environment and the SFPUC will not authorize the contractor to commence any work
2 under this contract until the proposed work is reviewed and any appropriate environmental
3 review under the CEQA, if required, has been completed; and

4 WHEREAS, The Contract Monitoring Division established a 20% Local Business
5 Enterprise (LBE) subcontracting requirement for this Contract and Stantec/JHCE JV, MMD
6 JV, AECOM/WRE JV, and Lee Incorporated committed to LBE subcontractor participation of
7 22.5%; 21%; 20%; and 21%, respectively with their proposals, and these amounts remain
8 unchanged; and

9 WHEREAS, Funding will primarily come from the Hetch Hetchy Water and Power
10 Operating, Programmatic and Capital budgets; now, therefore, be it

11 RESOLVED, That this Board of Supervisors hereby authorizes the General Manager of
12 the SFPUC to execute Amendment No. 1 to Professional Services Agreement No.
13 PRO.0231.A, Specialized and Technical As-Needed Services, with Stantec/JHCE JV,
14 increasing the contract by \$5,500,000, for a new total not to exceed amount of \$13,000,000,
15 with no change to the contract terms or duration; and, be it

16 FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the General
17 Manager of the SFPUC to execute Amendment No. 1 to Professional Services Agreement No.
18 PRO.0231.B, Specialized and Technical As-Needed Services, with MMD JV, increasing the
19 contract by \$5,500,000, for a new total not to exceed amount of \$13,000,000, with no change
20 to the contract terms or duration; and, be it

21 FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the General
22 Manager of the SFPUC to execute Amendment No. 1 to Professional Services Agreement No.
23 PRO.0231.C, Specialized and Technical As-Needed Services, with AECOM/WRE JV,
24 increasing the contract by \$5,500,000, for a new total not to exceed amount of \$13,000,000,
25 with no change to the contract terms or duration; and, be it

1 FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the General
2 Manager of the SFPUC to execute Amendment No. 1 to Professional Services Agreement No.
3 PRO.0231.D, Specialized and Technical As-Needed Services, with Lee Incorporated,
4 increasing the contract by \$5,500,000, for a new total not to exceed amount of \$13,000,000,
5 with no change to the contract terms or duration; and, be it

6 FURTHER RESOLVED, That within 30 days of Amendment No. 1 for each contract
7 being fully executed by all parties to the respective contracts, the SFPUC shall provide copies
8 of the amendments to the Clerk of the Board for inclusion in the official file.

Item 4 File 25-0208	Department: Public Utilities Commission
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve Amendment No. 1 to the professional service contracts for as-needed services between the San Francisco Public Utilities Commission (SFPUC) and (1) Stantec/JHCE JV, (2) MMD JV, (3) AECOM/WRE JV, and (4) LEE Incorporated, increasing each contract by \$5.5 million, from \$7.5 million to \$13 million, raising the total value of the contracts from \$30 million to \$52 million, with no change to the contracts' duration of 5 years, which run August 29, 2023, to August 16, 2028. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> In 2023, SFPUC competitively procured four as-needed professional services agreements for the Hetch Hetchy Water and Power division with the contractors listed above, each with a not-to-exceed amount of \$7,500,000 and a five-year term from August 29, 2023, to August 16, 2028. Given their higher-than-anticipated usage of approximately \$832,350 per month, additional funding is needed to continue services throughout remaining 38.5 months. All four contracts share the same as-needed scope, covering water and power engineering services, asset and land management, environmental compliance, hazardous materials/waste handling, and project prioritization. To date, although only 3 of the 4 contractors have satisfied their committed rate of Local Business Enterprise utilization and none have fulfilled their Community Benefits commitment, SFPUC reports that their performance on tasks orders has been satisfactory. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed resolution increases each contract's not-to-exceed amount from \$7.5 million to \$13 million, for a total increase from \$30 million to \$52 million. The proposed increase is supported by actual spending to date and changes PUC capital plan since the contracts were awarded. The contracts will be sourced from the Hetch Hetchy Water and Power capital and operating budgets, which are funded by water revenue bonds, power revenue bonds, state and federal grants and loans, and customer revenues. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In 2023, the San Francisco Public Utilities Commission (SFPUC) competitively procured four as-needed professional services agreements for the Hetch Hetchy Water and Power division. The four contractors selected were (1) Stantec/JHCE JV, (2) MMD JV, (3) AECOM/WRE JV, and (4) LEE Incorporated. These agreements were each awarded a not-to-exceed amount of \$7,500,000 and a five-year term from August 29, 2023, to August 16, 2028.

Procurement

Proposals were evaluated based on several key criteria, including Technical Written Proposals (995 points), Diversity, Equity, and Inclusion Submittal (5 points), Social Impact Partnership Bonus (50 points). Organizations that agreed to the Community Benefits provision were provided with a bonus of between 7.5 and 10 percent of their subtotal as detailed below in Exhibit 1.¹

¹ The proposals were evaluated by a four-person panel consisting of an Engineering Manager and a Utility Specialist from the San Francisco Public Utilities Commission, a Utility Analyst Hydrology 2 from Turlock Irrigation District, and a Director from Yuba Water Agency.

Exhibit 1: Request-For-Proposals Score Summary (1050 Possible Points)

Evaluation Phase	Stantec JHCE Joint Venture	MMD Joint Venture	AECOM/WRE - A Joint Venture	LEE Incorporated	Hazen-Avila & Associates Consulting Engineers Joint Venture
Written	921	919	909	876	796
DEI Submittal	5	5	5	5	5
Community Benefits	69	69	69	88	60
Subtotal	996	993	983	969	861
SIP Bonus Points (out of 50)	48	44	43	38	45
Total	1044	1037	1025	1007	906
Rank	1	2	3	4	5

Source: SFPUC

Contract Amendment

On February 25, 2025, the SFPUC Commission approved Amendment No. 1 to each of the four contracts. These amendments would increase each contract's not-to-exceed amount by \$5.5 million. This results in new totals of \$13 million per contract, and \$52 million across all four.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 1 to the professional service contracts for as-needed services between the SFPUC and (1) Stantec/JHCE JV, (2) MMD JV,² (3) AECOM/WRE JV, and (4) LEE Incorporated, increasing each contract by \$5.5 million, from \$7.5 million to \$13 million, raising the total value of the contracts from \$30 million to \$52 million, with no change to the contract's duration of 5 years, from August 2023, to August 2028.

Scope of Work

All four contracts share the same as-needed scope, covering water and power engineering services, asset and land management, environmental compliance, hazardous materials/waste handling, and project prioritization.

SFPUC assigns task orders to a specific contract based on contractor specialization, relevant Local Business Enterprise (LBE) expertise, and contract capacity.

² Mott MacDonald Group, Inc is the JV Principal. Dabri, Inc. is the JV Partner.

Consultants are currently managing 58 task orders—52 active, 6 closed. Sample tasks include environmental compliance monitoring for wildfire mitigation, transmission line project coordination, electrical maintenance planning, turbine training, wildfire mitigation plan updates, and records management process updates.

Local Business Enterprise Participation

The Contract Monitoring Division determined a 20% Local Business Enterprise subcontracting requirement. Exhibit 2 shows the LBE percentage committed by each contractor. To date, three of the four consultants have exceeded their goals. According to the SFPUC, the Agreement with Stantec/JHCE, while currently under the committed 22.5%, is on track to meet or exceed its requirement with the inclusion of additional pending task orders.

Exhibit 2: Local Business Enterprise Utilization To-Date (April 2025)

Contract	LBE Commitment (%)	LBE Usage To Date (%)
Stantec/JHCE JV	22.50	17.55*
MMD JV	21.00	23.27
AECOM/WRE JV	20.00	65.08
LEE Incorporated	21.00	27.09

Source: SFPUC

Community Benefits Commitments

The contractors are required to commit a minimum amount in community benefits, including financial contributions and volunteer hours. The amount per contractor is detailed below in Exhibit 3. The priority areas of this contract include (1) Job Exposure, Awareness, and Internships, (2) Education, and (3) Environmental and Community Health. Under these commitments, the consultant team will invest in workforce readiness programs that provide hands-on experience and career pathways, support educational initiatives to build local talent in STEM fields, and promote sustainable practices that address environmental stewardship and the health of surrounding communities.

The contractors were originally collectively required to commit a minimum of \$279,000 in community benefits, including financial contributions and volunteer hours. This will increase proportionally to the contract increase, increasing the required contribution to \$483,600. As of April 2025, about 7 percent of the total original commitment has been fulfilled, while approximately 36 percent of the original contract duration has passed.

The remaining Social Impact Partnership commitment would have been \$260,875 (93 percent) before this amendment and is updated now to \$465,475 (about 96 percent) of the total new commitment of \$483,600 with 64 percent of the contract duration remaining.

Exhibit 3: Community Benefits Completed To-Date (April 2025)

Category	Original Commitment	Proposed Updated Total Commitment	Completed	Remaining After Amendment
Financial	\$169,200	\$293,280	\$2,375	\$290,905
Volunteer	109,800	190,320	15,750	174,570
Total	\$279,000	\$483,600	\$18,125	\$465,475

Source: SFPUC

Performance Measurement

The Hetch Hetchy Water division of the SFPUC evaluates each consultant's performance at the task order level, reviewing deliverable quality, timeliness, and technical standards. According to the SFPUC, Contractor performance has been satisfactory. Final contractor evaluations are conducted at the close of each agreement.

FISCAL IMPACT

The proposed resolution increases each contract's not-to-exceed amount from \$7.5 million to \$13 million, for a total increase from \$30 million to \$52 million. This increase of \$22 million will enable the contractors to provide the services required for the Hetch Hetchy Water and Power Division, given their higher-than-anticipated usage throughout their 5-year terms. A breakdown of the budget is provided in Exhibit 4.

Exhibit 4: Revised Budget Allocation (August 2023 - August 2028)

Contractor	Original Authorization	Proposed Increase	Proposed New Authorization
Stantec/JHCE	\$7,500,000	\$5,500,000	\$13,000,000
MMD JV	7,500,000	5,500,000	13,000,000
AECOM/WRE	7,500,000	5,500,000	13,000,000
LEE Incorporated	7,500,000	5,500,000	13,000,000
Total	\$30,000,000	\$22,000,000	\$52,000,000

Source: SFPUC

To date, the average monthly cost under this contract has been approximately \$924,000. Extended through the 41.5 remaining months of the contract terms, this assumes a need of an additional payment of approximately \$38 million, \$4.2 million more than is being requested. The reason for this lower requested amount is that the SFPUC is in the process of preparing a Request For Proposals to replace these contracts, with an estimate start date of mid- to late 2027, or approximately 6-12 months before expiration dates of these four contracts.

Key Drivers of Increase

According to SFPUC staff, the increased spending on these as-needed consultant contracts is driven by increases in capital spending to address aging infrastructure. The Ten-Year Capital Plan for Hetch Hetchy Water and Power increased from \$1.6 billion in FY 2024-2033 to \$2.8 billion in the FY 2025-2034 Ten-Year Capital Plan.

Billing Rates

Across all four contracts, billing rates range from \$66.60 - \$290, adjusted annually by inflation.

Source of Funds

The proposed contracts will be funded by the Hetch Hetchy Water and Power capital and operating budgets, which are funded by water revenue bonds, power revenue bonds, state and federal grants and loans, and customer revenues.

RECOMMENDATION

Approve the proposed resolution.

Instructions

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

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

First Amendment

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

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **Stantec/JHCE Joint Venture** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

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

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

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

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

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

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **the Board of Supervisors**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 25, 2023 between Contractor and City.

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

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to Scope of the Agreement

The Agreement is hereby modified as follows:

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

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

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

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Thirteen Million Dollars (\$13,000,000). The breakdown of charges associated with this Agreement

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

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

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

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

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

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

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Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

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

10.15. Nonprofit Contractor Requirements.

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

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

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

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



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

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

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

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

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

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

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

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

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

Article 4 Effective Date

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

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

CONTRACTOR

Stantec/JHCE Joint Venture

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier number: 0000038932

Approved as to Form:

David Chiu
City Attorney

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

Approved:

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

By: _____

[name of Purchaser or
"Name: _____"]

Instructions

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

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

First Amendment

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

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **MMD JV** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

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

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

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

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

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

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **the Board of Supervisors**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated August 1, 2023 between Contractor and City.

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

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to Scope of the Agreement

The Agreement is hereby modified as follows:

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

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

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

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Thirteen Million Dollars (\$13,000,000). The breakdown of charges associated with this Agreement

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

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

Contractor shall provide \$25,000 in direct financial contributions, \$28,500 in volunteer hours. Contractor commits to a minimum total contribution of \$53,500 over the term of this Agreement as stated in Contractor’s SIP Proposal and the Social Impact Partnership Commitments Table below.

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

...

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

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

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

10.15. Nonprofit Contractor Requirements.

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

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

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

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



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

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

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

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

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

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that

such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

Article 4 Effective Date

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

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

CONTRACTOR
MMD JV

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier number: 0000038304

Approved as to Form:

David Chiu
City Attorney

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

Approved:

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

By: _____

[name of Purchaser or
"Name: _____"]

Instructions

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

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

First Amendment

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

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **AECOM/WRE JV** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **increase the contract amount and update standard contractual clauses**; and

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

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

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

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

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

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **the Board of Supervisors**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 31, 2023 between Contractor and City.

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

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to Scope of the Agreement

The Agreement is hereby modified as follows:

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

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

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

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Thirteen Million Dollars (\$13,000,000). The breakdown of charges associated with this Agreement

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

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

Contractor shall provide \$60,000 in direct financial contributions, \$15,000 in volunteer hours. Contractor commits to a minimum total contribution of \$75,000 over the term of this Agreement as stated in Contractor’s SIP Proposal and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Program Area	Strategies and Expected Outcomes	Timetable & Duration	(A) Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (rate is standardized and cannot be changed)	(D) Total Value of Volunteer Hours (B x C)	(F) Total Contributions (A + D)
Job Exposure, Awareness, and Internships	Support San Joaquin County Office of Education/ Tuolumne County Collaborative to provide workforce development for local residents focused on disadvantaged communities	Start during Contract Year 1 and provide direct financial support during each year of the contract	\$15,000	16	\$150/hr	\$2,400	\$17,400
Education	Fund Maisin scholarship for graduating high school student	During Contract Year 2, fund one annual scholarship	\$15,000	16	\$150/hr	\$2,400	\$17,400
Environment and Community Health	Through the Mycelium Youth Network, empower young people with the skills needed to survive and thrive while facing the uncertainty of a climate challenged world. Support Habitat for Humanity of Tuolumne County to help eliminate substandard housing, support fair and just housing policies, and provide resources to help local families become self-reliant and successful homeowners	Start during Contract Year 1 and provide direct financial support during each year of the contract Start during Contract Year 1 and provide direct financial support annually plus periodic volunteer days during the contract	\$30,000	68	\$150/hr	\$10,200	\$40,200
TOTAL			\$60,000	100	-	\$15,000	\$75,000

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

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

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

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

10.15. Nonprofit Contractor Requirements.

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

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

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

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



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

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

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

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

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

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business

days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

Article 4 Effective Date

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

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

CONTRACTOR
AECOM/WRE JV

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier number: 0000026138

Approved as to Form:

David Chiu
City Attorney

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

Approved:

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

By: _____

[name of Purchaser or
"Name: _____"]

Instructions

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

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

First Amendment

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

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **LEE Incorporated** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

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

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

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

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

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

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **the Board of Supervisors**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 31, 2023 between Contractor and City.

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

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to Scope of the Agreement

The Agreement is hereby modified as follows:

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

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

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

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Thirteen Million Dollars (\$13,000,000). The breakdown of charges associated with this Agreement

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

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

Contractor shall provide \$33,200 in direct financial contributions, \$4,800 in volunteer hours. Contractor commits to a minimum total contribution of \$38,000 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

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



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

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

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

10.15. Nonprofit Contractor Requirements.

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

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

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

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



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

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

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

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

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

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), work stations

that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

Article 4 Effective Date

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

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

CONTRACTOR
LEE Incorporated

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier number: 0000003213

Approved as to Form:

David Chiu
City Attorney

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

Approved:

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

By: _____

[name of Purchaser or
"Name: _____"]



**Hetch Hetchy
Regional Water System**
Services of the San Francisco Public Utilities Commission

**File No. 250208:
Specialized & Technical As-Needed Services for
Operations and Maintenance Support, Amendment No. 1**

**Budget and Finance Committee
April 9, 2025**

Cheryl Sperry, Business Services Manager, Hetch Hetchy Water and Power



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

PRO.0231.A-D Contract Background

Awarded June 13, 2023, by SFPUC Commission Resolution No. 23-0114

Four contracts (A-D) each with an amount not-to-exceed \$7,500,000 and a duration of five years

Provide as-needed services that consists of:

Water Services: Water supply, storage, delivery, conveyance, water quality, water treatment, wastewater treatment, engineering planning

Power Services: Powerhouse equipment, controls/communication systems, transmission and distribution, engineering planning

Operations: Asset management, condition assessments, project prioritization, environmental and regulatory compliance

Hetch Hetchy Water and Power System

\$15 billion in assets

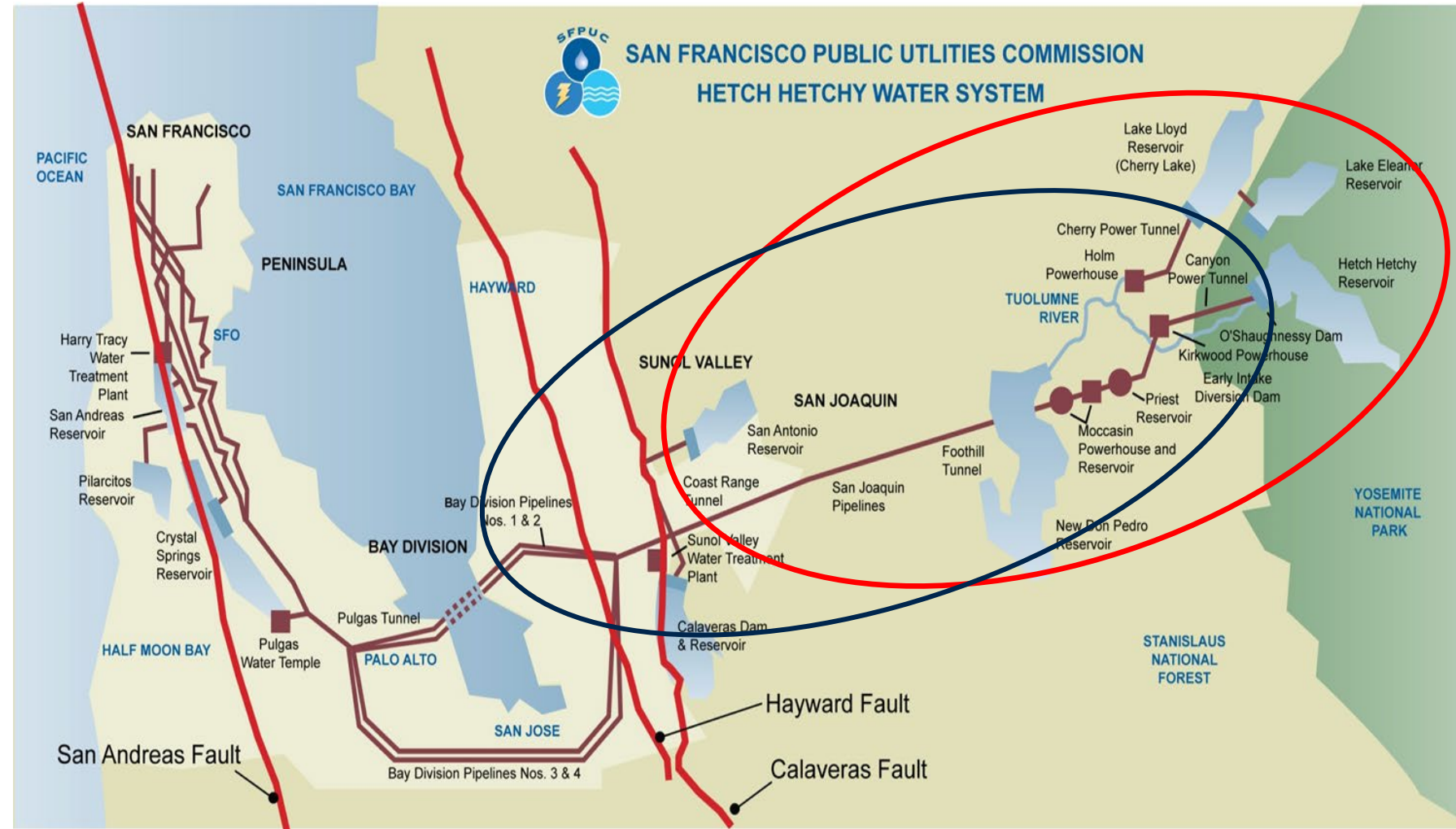
2.7M water customers

400 MW of GHG-free
capacity

Territory covers over
150 miles

Much of the system is
over 100 years old

Majority of assets have
surpassed their useful
life





PRO.0231.A-D Amendment No. 1 Request

Increase each of the four PRO.0231 contracts by \$5,500,000

New total not-to-exceed amount of \$13,000,000 per contract

No change to the contract durations of five years

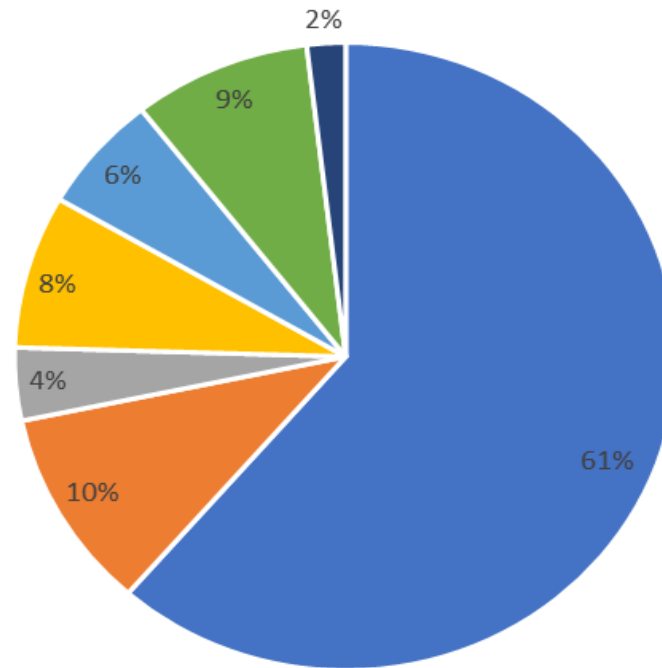
Contracts:

- A. Stantec/JHCE JV
- B. MMD JV
- C. AECOM/WRE JV
- D. Lee Incorporated



How We Are Using This Contract

PRO.0231 Contract by Use



■ Capital

■ Records Management

■ Operations

■ Other

■ Regulatory (environmental, wildfire, power, cultural)

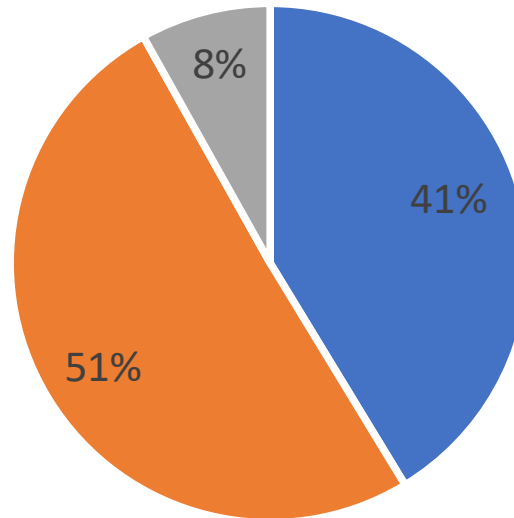
■ Engineering and Surveying

■ Asset Management



How We Are Using This Contract

PRO.0231 Capital Work Breakdown



- Capital Planning, Risk Management and Financial Services
- Rehabilitation & Repair Management (Job Managers, Project Controls)
- Strategic Asset Management Planning, including Hierarchy Development

Why Are We Requesting This Amendment

Higher than anticipated contract usage rate:

Significant increase in capital plan spending to address aging infrastructure

Planning, risk management, and prioritization

Environmental and cultural resources

Pace of regulatory changes:

Power regulations

Wildfire mitigation

California Air Resources Board

Skill and resource gaps created by new technology introduced in rehabilitated infrastructure

Transmission System Condition Assessment (\$2.06M)

Age ranges from 60 to 100 years

Recently rehabilitated Lines 7/8:

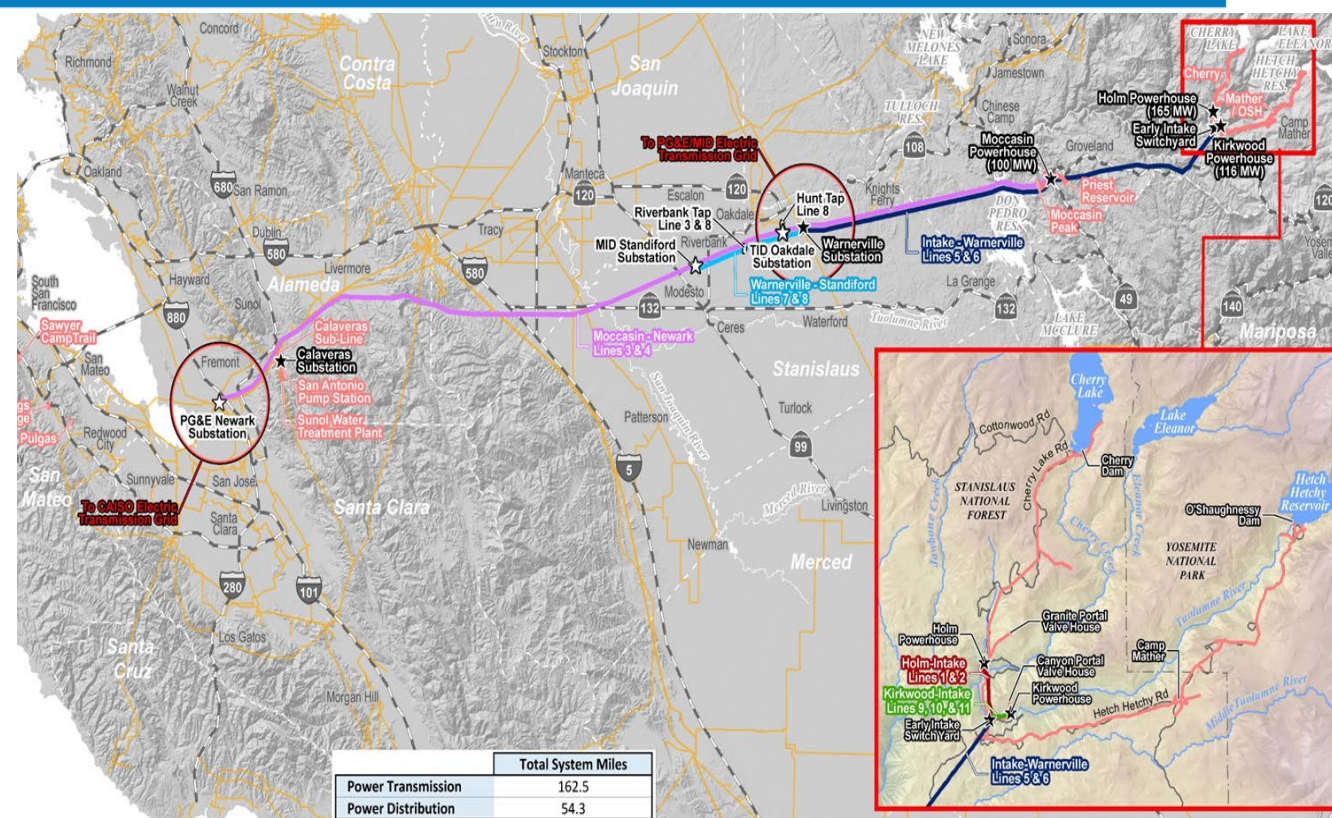
Total project costs \$33M

\$29.6M collected from renewable
developers (YTD)

Last condition assessment 2009, about 7% of
towers inspected

Overhead electrical lines are one of our largest
risks, with about 45 miles within High Fire
Threat Tiers 2 and 3

Replacement value of our transmission assets
are over \$2B. Current effort to determine
future work on these assets is less than 1% of
replacement value



Hetch Hetchy Water and Power Transmission System

- Holm - Intake Lines 1 & 2 (Holm Powerhouse to Early Intake Switchyard)
- Kirkwood - Intake Lines 9-11 (Kirkwood Powerhouse to Early Intake Switchyard)
- Intake - Warnerville Lines 5 & 6 (Holm Powerhouse to Warnerville Substation)
- Warnerville - Standiford Lines 7 & 8 (Warnerville Substation to Standiford Substation)
- Moccasin - Newark Line - Circuits 3 & 4 (Moccasin Powerhouse to Newark)
- SFPUC Power Distribution System

Electrical Maintenance Plan Development (\$1.5M)

Electronic Maintenance Technicians perform a wide variety of highly skilled technical work including the trouble-shooting, maintenance, testing, repair, calibration, fabrication, installation and modification of a wide variety of electronic equipment.



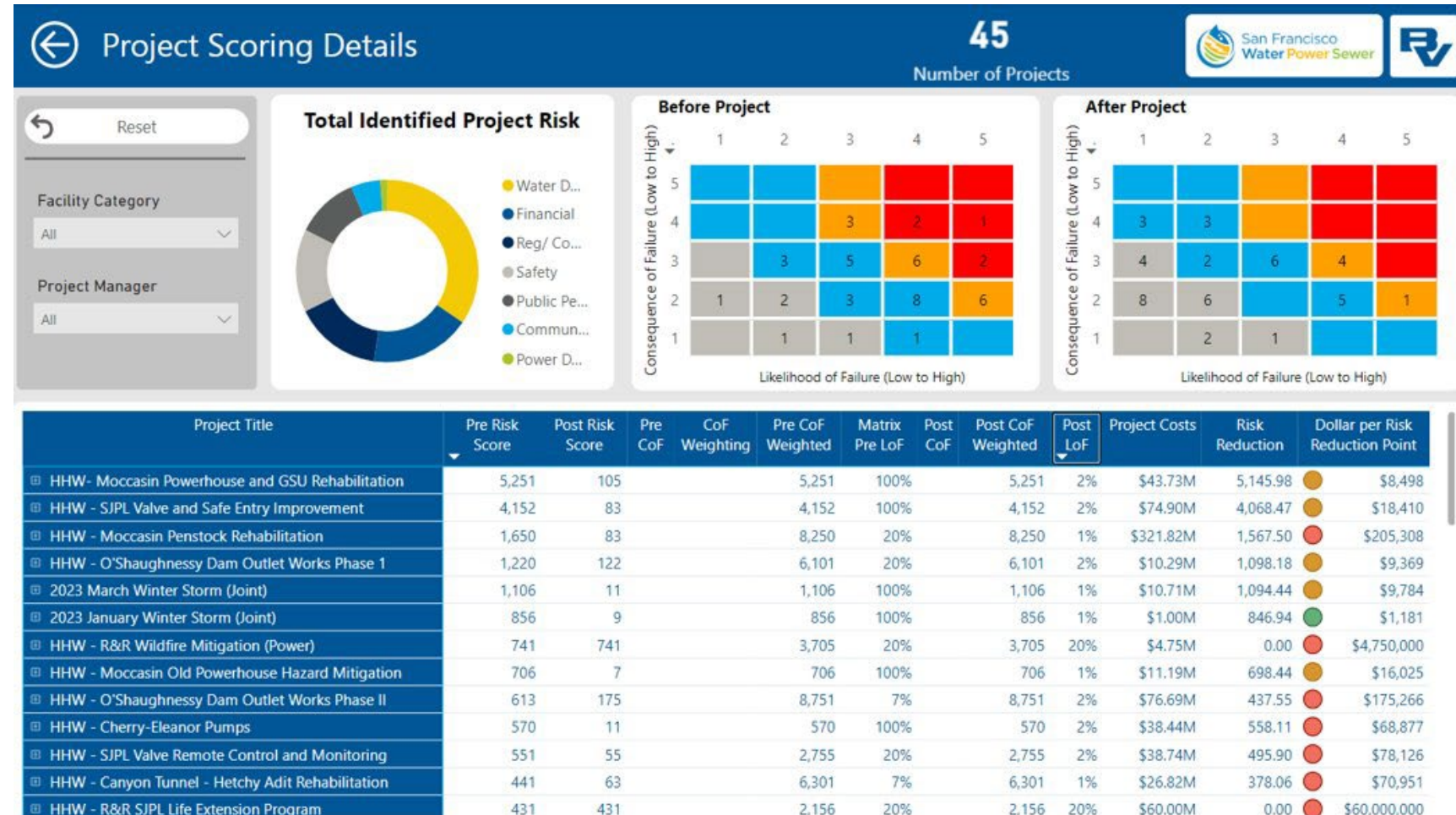
Risk Tool Development (\$300k Annually)

Risk-based capital planning used for targeted capital investments

Quantifiable approach to likelihood and consequence of failure of assets

Used to prioritize capital project spending

As we complete projects, the risk profile adjusts to show progress



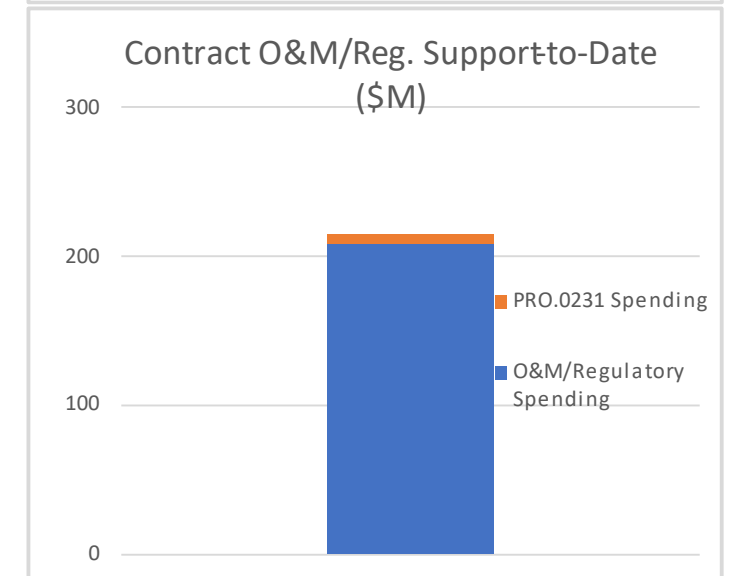
Financial Context

Contract expended/encumbered: \$17.9M /\$30M
contract capacity

Capital Program Funding: \$11.2M or 4% of capital
program expenditures

Operating/Maintenance/Regulatory Funding: \$6.7M or
3% of Operating and Programmatic budgeted
expenditures

Contract allows us to prioritize limited funding and
address resource gaps for successful implementation
of capital, regulatory, and facilities maintenance
programs





Thank you!
Questions?



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

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
Stantec/JHCE Joint Venture**

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

This Agreement is made this 25th day of July, 2023, in the City and County of San Francisco (“City”), State of California, by and between Stantec/JHCE Joint Venture, 300 Montgomery Street, Suite 1200, San Francisco, California 94104 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure operations and maintenance support, including asset management services, and engineering services that are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise, spanning from Tuolumne County to the San Francisco Bay Area from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID PRO.0231; and

WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on March 6, 2023 from the Civil Service Commission under PSC number 41213-22/23 in the amount of \$30,000,000 for the period of five years and 26 weeks; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by Resolution No. 23-0114 on June 13, 2023.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the SFPUC.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means Stantec/JHCE Joint Venture, 300 Montgomery Street, Suite 1200, San Francisco, California 94104.

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.11 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and

furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and expire five (5) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to renew the Agreement for a period of four (4) additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seven Million, Five Hundred Thousand Dollars (\$7,500,000). The breakdown

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

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the SFPUC's Online Invoice System (SOLIS), unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.7 **Reserved (Grant Funded Contracts)**

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms)**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and

21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable

subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Personnel.

4.2.1 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular

business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at

the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$5,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved (Technology Errors and Omissions Liability Coverage)

(f) Reserved (Cyber and Privacy Coverage)

(g) Reserved (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements.

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements.

(a) The Workers' Compensation policy(ies) 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.

5.1.4 Primary Insurance Endorsements.

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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.

(e) Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; (v) breach of contract; or (vi) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (vi) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for

possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall

submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	--	--

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	--	--

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by

Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The

ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 22.5% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure)

10.13 Reserved (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved (Public Access to Nonprofit Records and Meetings)

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved (Distribution of Beverages and Water)

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Cheryl Sperry
Business Services Manager, Hetch Hetchy Water
San Francisco Public Utilities Commission
csperry@sfwater.org

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

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 16, 2023. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or

conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved (Payment Card Industry ("PCI") Requirements)

13.3 Reserved (Business Associate Agreement)

13.4 Management of City Data and Confidential Information.

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

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

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

Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

DocuSigned by:
Dennis J. Herrera
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

CONTRACTOR

Stantec/JHCE Joint Venture

DocuSigned by:
Nancy Barnes
Nancy Barnes
Vice President

City Supplier Number: 0000038932

Approved as to Form:

David Chiu
City Attorney

By: *Tyson Arbuthnot*
Tyson Arbuthnot
Deputy City Attorney

Approved:

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

By: _____

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services under the following tasks:

- a. Water supply, storage, and transport services and water quality services;
- b. Power services; and
- c. Operation and maintenance services.

Specific tasks will be assigned as needed within the above criteria including engineering services but are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise. The HHWP Contract Manager may request on-site support for any task under this contract. Specific tasks will be assigned as needed within the above criteria identified in Section 3.1, Description of Services. The Work identified in Tasks 1 through 3 below, describes potential types of work that could fall under the broad scope of services provided under PRO.0231.

TASK 1: WATER SUPPLY, STORAGE, AND TRANSPORT SERVICES AND WATER QUALITY SERVICES

A. Water Supply, Storage, Delivery, and Transport Services

1. Hydrologic and hydraulic modeling;
2. Power scheduling hourly optimization tools;
3. Integrating spatial snow products into hydrologic modeling;
4. Probable maximum flood studies and/or dam break analysis;
5. Dam and appurtenance assessment including concrete gravity dams and earthen fill dams;
6. Valve condition assessment;
7. Dam instrumentation and monitoring programs;
8. Inundation mapping;
9. Emergency planning;
10. Structural and geotechnical assessments;
11. Climatologic analyses;
12. Water source and supply alternative analyses;

13. Perform site-specific water use and conservation potential analysis;
14. Hydrogeology;
15. Climate change analyses;
16. Water delivery, pipeline and tunnel inspections, planning, technical memos and reports;
17. Corrosion control services;
18. Supply and flow metering;
19. Supply loss analyses;
20. Emergency operation planning;
21. Water system maintenance planning;
22. Operations and performance analyses; and

B. Water Quality Services

1. Water quality planning;
2. Water quality data management;
3. Process engineering and sanitary surveys;
4. Contaminant warning system implementation;
5. Drinking water regulatory requirements and compliance;
6. Standard Operating Procedure development; and
7. Other unspecified water quality support
8. Source Water Protection
 - a. Watershed management; and
 - b. Limnology and reservoir management including algaecide application
9. Distribution
 - a. Cross-connection studies;
 - b. Premise plumbing and consumer complaint investigation;

- c. Bacteriological re-growth control; and
 - d. Disinfection byproducts control.
- 10. Monitoring
 - a. Water sampling strategies and plan review;
 - b. Sample collection;
 - c. Laboratory support and trouble-shooting;
 - d. Water quality methods development;
 - e. Waterborne disease monitoring; and
 - f. Quality assurance and control
- 11. Receiving Waters
 - a. National Pollutant Discharge Elimination System (NPDES) discharge permit environmental compliance; and
 - b. Toxicity testing; and pretreatment strategies
- C. Water Treatment and Waste Water Treatment Services
 - 1. Water and waste water treatment plant operations improvements;
 - 2. Optimization analyses and training;
 - 3. Treatment strategy options analyses;
 - 4. Collection systems evaluations;
 - 5. Improvement, maintenance, and process optimization studies;
 - 6. Automation and efficiency surveys;
 - 7. Assessment and troubleshooting of instrumentation and control settings;
 - 8. pH adjustment processes;
 - 9. Coagulation and filtration processes;
 - 10. Operation, optimization, and management of disinfection processes including ozone, chlorine, chloramines, chlorine dioxide and UV;
 - 11. Analyses related to disinfection by-products;

12. Chemical delivery, feed, and transportation methods analyses;
13. Chemical supply availability analyses; chemical mixing and fluid mechanics;
14. Hydraulic modeling;
15. Quality assurance and quality control strategies;
16. Regulatory requirements and compliance;

D. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 2: POWER SERVICES

A. Powerhouse Power System Equipment: Support for programming, testing, maintaining all powerhouse power system equipment, including but not limited to all excitation equipment, governor equipment, motor control centers, main control boards, circuit breaker panels, and switchgear. Services will include engineering planning services (limited to investigations, studies, condition assessment, and needs assessment). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

B. Controls/Communications

1. These devices include but are not limited to the following:
 - a. Generator Owner/Operator and Transmission Owner/Operator regulatory testing; managed and unmanaged network switches, routers, programmable logic controllers, Remote Terminal Units, secure computer access at remote sites;
 - b. Supervisory Control and Data Acquisition (SCADA) equipment, including servers, Power over Ethernet devices, 5.8GHz, 6GHz, and 11GHz microwave radios, dishes, waveguide, battery systems, and Network Monitoring Systems.
2. Services will include engineering planning services (limited to investigations, studies, condition assessments, and needs assessment). These services will include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

C. Transmission and Distribution System Equipment

Support for programming, testing, maintaining all transmission system equipment (switchyards, substations, transmission conductor/towers, etc.). Services will include engineering planning services (investigations, studies, alternatives analyses, conceptual

engineering). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

D. Engineering maintenance support of power assets including protection and communication assets.

E. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 3: OPERATIONS AND MAINTENANCE SERVICES

A. Management Improvement Services

1. Knowledge management;
2. Succession planning;
3. Staff development and training, documentation and analyses of procedures, interactions, and efficiencies;
4. Performance measures development;
5. Productivity improvement analysis;
6. Increased use of technology to improve reliability and efficiency;
7. Developing operations and maintenance costs of facilities;
8. Benchmarking;
9. Strategic business planning;
10. Operations planning;
11. Sustainability planning and analyses;
12. Risk management and assessment;
13. Financial condition assessment;
14. Records, data, and document management;
15. Regulatory compliance tracking and support;
16. Database development;
17. Presentation organization and delivery;

18. Improving communications and working relationships with regulators, community members, customers, and other stakeholders;
19. Addressing public access to data and databases, summary reports, technical memorandum, and publications;
20. Customer and stakeholder education and outreach;
21. Development and support for workforce and candidate development and outreach programs to ensure availability of qualified candidates; and
22. Development and support for programs to improve the corporate culture in ways that will support long-term performance and productivity.

B. Asset Management Services

1. Business planning: to include Business Process, Standard Operating Procedures Development and Asset Management Policy Development, Strategic Asset Management Planning (SAMP) development. Development of Asset Type or Category specific plans;
2. Technical services, strategies related to operations and corresponding computerized maintenance management system support; to include the addition, removal and re-casting of current asset registries and data, interface with support Asset Management Services/Engineering/Surveying software (Building Information Modeling software, Geographic Information System software, Mobile platforms etc.);
3. Technical services, planning, and strategies related to maintenance, repair, replacement, construction, and improvement of major assets of water and hydroelectric systems {i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, control rooms, corporation yards, dams, reservoirs, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences);
4. Fleet and equipment management, including integration with Global Positioning Systems, refueling systems, that improves maintenance decisions and strategies;
5. Cost estimating, condition assessment, and financial and capital planning as well as other support tools that may include hazard studies, failure modes, effects, and analysis;
6. Value assessment and analyses;
7. Useful life and life cycle analyses and assessment that can be used to assist in fiscal / investment strategies;
8. Inventory analyses;
9. Vulnerability analyses and risk mitigation strategy development;

10. Facility optimization and documentation; and asset performance monitoring;
11. Preventive and routine operations and maintenance planning; condition assessment, performance monitoring and assessment.
12. Automation and efficiency systems and analysis;
13. Assessment and troubleshooting of Supervisory Control and Data Acquisition and communication assets, including recommendations to address obsolete technology;
14. Architect and advance new and existing Geographic Information Systems databases to improve data management and knowledge transfer by both office and field operations staff;
15. Support facility condition assessments and assist with project prioritization for development of the Water Enterprises' 10-year Capital Improvement Project funding request.

C. Specialized Technical Operation/Maintenance Services

1. Inspection of water storage facilities (concrete, earth and rock-filled);
2. Metallurgical and welding technology and inspection;
3. Improvements to meet power regulatory physical or cyber requirements;
4. Instrumentation and process control;
5. Process analysis;
6. Material testing;
7. Acoustical and vibration analysis;
8. Pipeline inspection & monitoring services;
9. Pipeline structural analysis; and
10. Bridge and road safety inspection.

D. Land Management Services

1. Right of Way (ROW) management and maintenance planning;
2. Encroachments removal analyses;
3. Surveying;
4. Support for development and review of Wildfire Management Plan;

5. Quarry and mining management and expertise;
6. Vegetation and tree management strategies;
7. Mowing and clearing strategies;
8. Land acquisition analysis;
9. ROW access strategies;
10. Parcel management;
11. Improved record-keeping on encroachments and correspondence relative to ROW use;
12. Debris removal management;
13. Weed abatement management; and
14. Management of fence, road, and paving maintenance, repair, and replacement.

E. Security, Asset Control, and Emergency Response Services

1. Development and update of security and emergency operations plans;
2. Strategies and analyses of securement/hardening of facilities and sites (e.g., fencing, cover, concealment);
3. Intrusion detection and access control of facilities;
4. Monitoring locations via Supervisory Control and Data Acquisition;
5. Crisis management;
6. Training, drills, and exercises development and implementation;
7. Identification of materials, equipment, and facility upgrades needed to improve emergency response capabilities; and

F. Testing of existing communication (microwave and fiber) equipment. Environmental and Regulatory Compliance Services for Operations, Hazardous Materials and Waste Service

1. Compliance analyses and audits;
2. Hazardous materials and waste management and planning;
3. Soils and groundwater sampling and testing;

4. Site assessments;
5. Contamination surveys;
6. Abatement strategies;
7. Risk assessments;
8. Regulatory requirements and strategy for operations;
9. Regulatory agency liaison;
10. Remediation and monitoring;
11. Permitting and permit compliance for operations;
12. Industrial hygiene oversight;
13. Anticipated operational regulatory controls;
14. Underground and above-ground tank requirements;
15. Hazardous materials planning, storage, transportation, use, removal, manifests, and disposal analyses and strategies;
16. Spill response management;
17. Spill prevention and countermeasures planning;
18. Risk management plans;
19. Remediation analyses; and
20. Facility and emergency response and evacuation plans, and training.

G. Health and Safety Services

1. Occupational Safety and Health Administration policies and procedures interpretation and compliance; code of safe practices development;
2. Incident investigation, planning, strategies, and training;
3. Worker and equipment safety evaluations;
4. Site inspections;
5. Alternative equipment use analysis; and
6. Inspection, documentation, and emergency response consulting.

H. Staff Support

1. Planning and strategies related to employee life cycles
2. Provide on-site or off-site training for current and new requirements. Current needs include Electrical Safety for Utilities, High Voltage Electrical Safety, NFPA 70E Arc Flash, Antenna & Tower Climbing;
3. Monitoring, Protection, and Communication and Control Systems Training: Specialized training for monitoring, protection, communication, instrumentation, and control systems;
4. Equipment Safety Training: Shuttle Lift, Aerial Lift, Forklift, Fall Prevention, Skid Steer, Pre-trip with Air Break, Qualified Rigger and Hoisting Equipment, Crane Safety Training, National Commission for the Certification of Crane Operators Re-certification, Bucket Truck, Scissor Lift, Overhead Crane, Snow-cat Operations and Winter Survival Training;
5. Regulatory Required Training for Western Electric Coordinating Council and North American Electric Reliability Council Compliance: Training to meet Federal Energy Regulatory Commission power systems reliability requirements including training development, hands-on technical training, and simulation workshops, and regulatory compliance workshops;
6. Management/Leadership Training: Specialized training to meet departmental goals including such topics as: leadership, communication, mission and vision statement development, conflict resolution, as well as other topics to address specific organizational challenges; and
7. Other training needs as they are identified.

I. Non-construction safety services, including but not limited to, safety planning services, onsite safety officers, and onsite standby rescue services.

J. Customer Services: including developing and implementing customer community, and stakeholder outreach strategies and activities, customer-satisfaction, participation and awareness surveys and market research, workshops, and administrative improvements; public education outreach and school education on water supplies.

Task 4: SOCIAL IMPACT PARTNERSHIP (SIP)

A. Terms and Conditions.

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

2. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not

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

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

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

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

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

7. If the Contractor fails to perform any of its SIP Commitments, the Contractor

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

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

9. If the SFPUC modifies or amends the contract with a resulting cumulative increase of the total value of the contract being 10% or more than its original value, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

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

B. Project Team.

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

C. Social Impact Partnership Commitments.

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

Social Impact Partnership Commitments Table

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

D. Accountability and Deliverables.

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

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

- 1. Social Impact Partnership Plan and Timeline.**

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

- 2. Social Impact Partnership Commitments and Reporting.**

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

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

- c. The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

- d. The Contractor shall also submit a stand-alone annual newsletter to the

SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

E. Statements of Understanding.

Contractor acknowledges that they agree with the following statements:

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

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

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. City will not pay invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, unless the Contractor has received advance written approval from the City Attorney.

3. Department Liaison.

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Cheryl Sperry.

4. Task Orders. Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a "Notice to Proceed" will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

5. Reports. Contractor shall submit reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. Written reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its

sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

Appendix B

Calculation of Charges

As part of Contractor's proposal dated February 16, 2023, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of February 16, 2023. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$290 per hour for key/lead team members and \$250 per hour for all other positions, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- b. Proposed change of staff classification for existing personnel; and/or
- c. Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0231.A is **2.94**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

a. The following items will be eligible for reimbursement as ODCs:

i. Actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the HHWP Project or Contract Manager. The following items will be eligible for reimbursement as ODCs:

a) Meals, travel and lodging expenses for pre-approved, non-commute and/or non-routine project-related business trips. Examples of a non-commute or non-routine project-related business trips include travel to a specific site for a condition assessment, environmental investigation, or to conduct specialized training.

b) Rental vehicle, gasoline and mileage log for long term rental: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.

c) Personal vehicle use: Contractor will be paid per mile as established by the United States Internal Revenue Services. The Contractor shall submit to the City an approved mileage log with its monthly invoices.

d) Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.

e) Tolls and parking.

ii. Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);

iii. Specialty communication equipment rental. (e.g. radio system that works inside tunnels)

iv. Safety equipment

v. Task related permit fees;

vi. Expedited courier services when requested by SFPUC staff; and

vii. Special services, used solely for the benefit of the project, such as electrical testing, hazardous material testing, laboratory testing, deliveries, and coring/drilling services. All such services must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

b. Expenses not eligible for reimbursement include, but are not limited to:

- i. Routine and/or commute travel to/from SFPUC facilities;
- ii. Contractor staff relocation costs;
- iii. Any labor charges or pass-through including, but not limited to, administrative and clerical staff time;
- iv. Telephone calls and faxes originating in the firm's home office, standard computer use charges, software usage or partial charges, computer hardware or software, communication devices, and electronic equipment;
- v. Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- vi. Equipment to be used by SFPUC staff;
- vii. Ergonomic office equipment; and
- viii. Postage and courier services that are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees.

- a. Subject to the restrictions in this Section 6;
- b. Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- c. Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Appendix B-1
Fee Schedule

Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
Stantec/JHCE Joint Venture

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Stantec Consulting Services Inc.	Contract Manager	Nancy	Barnes	\$ 87.95	3.40	\$290.00	42.0%	1.43
	Water Infrastructure Team Lead	Mike	Price	\$ 126.45		\$290.00		
	Power Infrastructure Team Lead	Ken	Long	\$ 99.22		\$290.00		
	Principal Relay Protection Engineer	Alex	Moldovan	\$ 95.40		\$250.00		
	Principal Tunnel Engineer	Anil	Dean	\$ 44.07		\$149.84		
	Senior Conveyance Engineer	Joe	Ortiz	\$ 81.94		\$250.00		
	Principal Hydropower Engineer	Vik	Iso-Ahola	\$ 112.19		\$250.00		
	Principal Energy Engineer	Tony	Zavanelli	\$ 102.16		\$250.00		
	Principal Substations Engineer	Gary	Patel	\$ 101.18		\$250.00		
	Principal Archaeologist	Alisha	Reynolds	\$ 86.66		\$250.00		
	Principal I&C Engineer	Philip	Atkinson	\$ 91.00		\$250.00		
	Principal Mechanical Engineer	Sean	Neprud	\$ 71.28		\$242.35		
	Principal Construction Manager	Steve	Chavez	\$ 97.13		\$250.00		
	Principal Structural Engineer	Mohammedreza	Mostafa	\$ 90.86		\$250.00		
	Principal Civil Engineer	Carmen	Bernedo-Sanchez	\$ 86.88		\$250.00		
	Principal Cost Estimator	Jim	Loucks	\$ 95.41		\$250.00		
	Principal Mechanical Engineer	Uddhav	Lakkundi	\$ 91.28		\$250.00		
	Principal Environmental Scientist	Dean	Mochrie	\$ 84.76		\$250.00		
	Principal Engineering Geologist	Carolyn	Randolph Loar	\$ 80.21		\$250.00		
	Principal Dam Safety Engineer	Aled	Hughes	\$ 91.60		\$250.00		
	Principal Public Affairs Specialist/Facilitator	Lisa	Beutler	\$ 85.73		\$250.00		
	Senior Process Engineer	Ayman	Shawwa	\$ 88.11		\$250.00		
	Senior Transmission Engineer	Pavlo	Voloshyn	\$ 85.42		\$250.00		
	Senior Substations Engineer	Carlet	Langford	\$ 81.93		\$250.00		
	Senior GIS Manager	Manuel	Perez	\$ 68.81		\$233.95		
	Senior Communications Engineer	Gary	Wong	\$ 92.22		\$250.00		
	Senior Systems Engineer	George	Saghir	\$ 100.52		\$250.00		
	Senior Industrial Hygienist	Scott	Maxey	\$ 61.59		\$209.41		
	Senior Structural Engineer	Jay	Lee	\$ 85.70		\$250.00		
	Senior Substation Engineer	Jun	Xie	\$ 85.27		\$250.00		
	Senior Stormwater Planner	John	Cylwik	\$ 61.42		\$208.83		
	Senior Environmental Scientist	Sean	Coyle	\$ 98.84		\$250.00		
	Senior Biologist, Arborist	Nick	Eide	\$ 123.59		\$250.00		
	Senior Civil Engineer	Martina	Gelo	\$ 75.76		\$250.00		
	Senior Biologist, Arborist	Nick	Eide	\$ 50.00		\$170.00		
	Wildlife Biologist	Emily	Eppinger	\$ 41.93		\$142.56		
	Associate Project Manager	Mark	Frey	\$ 67.48		\$229.43		
	Project Financial Manager	Stacey	Robinson	\$ 67.46		\$229.36		
	Project Management Assistant	Tamika	Lockheart	\$ 29.39		\$99.93		
Joe Hill Consulting Engineers (JHCE)	O&M Team Lead	Joe	Hill	\$ 100.00	2.80	\$280.00	28.0%	0.78
	Junior Project Assistant	Maggie	Reidy	\$ 40.00		\$112.00		
	Records & Information Management Consultant	Ilona	Koti	\$ 90.00		\$250.00		
	Senior Project Controls Professional	Cindy	Cosola	\$ 70.31		\$196.87		
AEW Engineering, Inc.*	Principal/Owner	Kenneth	Leung	\$ 100.00	2.75	\$250.00	3.0%	0.08
	Senior Geologist	Randall	Young	\$ 59.77		\$164.37		
	Senior Scientist	James	Medley	\$ 59.48		\$163.57		
	Professional Geologist (PG)	Ryder	Musselman	\$ 58.75		\$161.56		
	Environmental Scientist/Inspector	Steven	Aiosa	\$ 52.03		\$143.08		
	Project Assistant	Alexis	Iwan	\$ 40.10		\$110.28		
	Environmental Scientist	Natalie	Balgie	\$ 34.32		\$94.38		
	Project Assistant	Garrick	Wong	\$ 25.00		\$68.75		
Archer Energy Solutions LLC	Senior Engineer and Operations Compliance	Scott	Downey	\$ 200.00	3.20	\$250.00	1.0%	0.03
	Compliance Support	Brian	Pauling	\$ 175.00		\$250.00		
	Compliance Support	Joe	Polen	\$ 170.00		\$250.00		
	Senior Engineer Consultant	Brian	Haney	\$ 162.00		\$250.00		
	Compliance Engineer	Thierry	Ngassa	\$ 135.00		\$250.00		
	CIP Key Team Member	Jason	Smith	\$ 130.00		\$250.00		
	Senior Security Consultant	Brian	Register	\$ 120.00		\$250.00		
	Operations and Transmission Planning Electrical Engineer	Lesley	Kayser-Sprouse	\$ 86.54		\$250.00		
	Project Manager	Catrina	Martin	\$ 67.18		\$214.98		
	Physical/Cybersecurity Associate	Orion	Lauer	\$ 46.00		\$147.20		
Bay Area Coating Consultants (BACC)*	Senior Consultant	Ed	Darrimon	\$ 85.00	1.95	\$165.75	0.5%	0.01
	Lead Inspector	Austin	Darrimon	\$ 76.06		\$148.32		
	Senior NACE Inspector	Armando	Austria	\$ 76.06		\$148.32		
BioMaAS*	Senior Ecologist/Permitting Specialist	Chris	Rogers	\$ 95.00	2.50	\$237.50	1.0%	0.03
	Permitting Specialist	John	Cleckler	\$ 80.00		\$200.00		
	ECM/E.I.- Senior Permitted Biologist	Bill	Stagnaro	\$ 65.00		\$162.50		
	ECM- Senior Permitted Biologist	Cullen	Wilkerson	\$ 65.00		\$162.50		
	Environmental Inspector	Tony	Jones	\$ 60.00		\$150.00		
	Associate Biologist	Josh	Beccei	\$ 47.00		\$117.50		
	Associate Biologist	Adam	McAndrews	\$ 46.00		\$115.00		

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
Stantec/JHCE Joint Venture**

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
BioMaAS*	Senior Biologist/Wetland Specialist	Ivan	Parr	\$ 46.00		\$115.00		
	Associate Biologist	Lora	Roame	\$ 42.00		\$105.00		
	Associate Biologist	Brandon	Vidrio	\$ 42.00		\$105.00		
	Associate Biologist	Aaron	Sunshine	\$ 40.00		\$100.00		
Chaves and Associates*	Document Control & Admin Support	Arlene	Chaves	\$ 75.00	2.79	\$209.25	1.0%	0.03
	Document Control & Admin Support	Kristen	Jones	\$ 60.00		\$167.40		
	Document Control & Admin Support	Woon	Lee	\$ 60.00		\$167.40		
	Document Control & Admin Support	Elizabeth	Hales	\$ 50.00		\$139.50		
	Document Control & Admin Support	Teresa	Cavazos	\$ 45.00		\$125.55		
	Document Control & Admin Support	Christina	McKenzie	\$ 45.00		\$125.55		
Galen-CM,Inc.*	Civil Engineer	Jeff	Wasserloss	\$ 135.00	2.00	\$270.00	4.0%	0.08
	Asset Manager & Maximo Professional	Scott	Riley	\$ 120.00		\$240.00		
	Maximo Professional	Bruce	Summers	\$ 120.00		\$240.00		
	Electrical Engineer	Spencer	Tacke	\$ 100.00		\$200.00		
	WECC / NERC Coordinator	Lenise	Kimes	\$ 70.00		\$140.00		
	Records Management Professional	Victoria	Howell	\$ 60.00		\$120.00		
	Stakeholder Liaison	Monica	Steele	\$ 60.00		\$120.00		
	Grid Subject Matter Experts, LLC (Grid SME)	Principal Consultant	Tom	Watson		\$ 89.29		
Principal Consultant		Danny	Zaragosa	\$ 89.29	\$250.00			
JDH Corrosion Engineering, Inc.	Corrosion Project Mgr.	J. Darby	Howard, Jr.	\$ 85.00	2.85	\$242.25	0.5%	0.01
	Corrosion Technical Manager	Mohammed	Ali	\$ 78.00		\$222.30		
	Sr. Design Engineer	Tom	Herink	\$ 70.00		\$199.50		
	Project Coordinator	Sean	Carey	\$ 67.00		\$190.95		
	Sr. Corrosion Specialist	JD	Howard, III	\$ 67.00		\$190.95		
	Sr. Project Engineer	Brandon	Olsen	\$ 67.00		\$190.95		
	Sr. Project Engineer	Jared	Whalen	\$ 67.00		\$190.95		
	Project Engineer	Mahad	Murtaza	\$ 60.00		\$171.00		
	Project Engineer	Gaily	Sirelkhatim	\$ 60.00		\$171.00		
	Corrosion Specialist	Will	Howard	\$ 58.00		\$165.30		
	Corrosion Specialist	Brendon	Hurley	\$ 58.00		\$165.30		
	Corrosion Specialist	Chris	Lisson	\$ 55.00		\$156.75		
Land and Structure (Sierra Consultants, Inc.)*	Principle Civil Engineer	Zac	Garman	\$ 100.00	2.40	\$240.00	1.0%	0.02
	Principle Land Surveyor	Richard	James	\$ 85.00		\$204.00		
	Principle Civil Engineer	Kevin	Quincy	\$ 85.00		\$204.00		
	Survey Party Chief (Prevailing wage)	Ben	Deutsch	\$ 79.08		\$189.79		
	Survey Instrumentman (Prevailing Wage)	Mathew	Garman	\$ 73.11		\$175.46		
	Project Manager	Reuben	Chirnside	\$ 50.00		\$120.00		
	Survey draftsman	Tim	Haney	\$ 40.00		\$96.00		
	Structural draftsman	John	Kramer	\$ 40.00		\$96.00		
	Survey Rodman (Prevailing Wage)	Jerred	Sisk	\$ 39.89		\$95.74		
	Project Support	Cindy	Turner	\$ 30.00		\$72.00		
Mach 8 Biological Consulting, Inc.*	QAL, Arborist, Project Manager	Alex	Mach	\$ 60.00	2.50	\$150.00	0.5%	0.01
	Foreman	Kyle	Ctibor	\$ 50.00		\$125.00		
	Laborer - General	Devin	Eakle	\$ 38.00		\$95.00		
	Heavy Equipment Operator	Dillon	Mills	\$ 50.00		\$125.00		
	Laborer - Tree Faller, climber	Tim	Mathews	\$ 54.00		\$135.00		
McGovern McDonald Engineers (MME)*	Principal Engineer	Patricia	McGovern	\$ 100.00	2.70	\$250.00	2.0%	0.05
	Chief Engineer	Steve	McDonald	\$ 120.00		\$250.00		
	Engineer	Ken	Webb	\$ 80.00		\$216.00		
	Chief Engineer	Vinod	Badani	\$ 130.00		\$250.00		
	CAD Designer	Mark	Davis	\$ 60.00		\$162.00		
	Drone Pilot/Field Analyst	Berti	Benbanaste	\$ 70.00		\$189.00		
Pathways Climate Institute LLC*	Director	Michael	Mak	\$ 96.00	2.56	\$245.76	0.5%	0.01
	Principal, Climate Adaptation	Kris	May	\$ 75.00		\$192.00		
Power Applications and Research Systems (PARS)*	Senior Power Systems Engineer	Nivad	Navis	\$ 275.00	2.00	\$250.00	1.0%	0.02
	Principal	Eddie	Dehdashti	\$ 187.50		\$250.00		
Power Systems Professionals (dba Power Pros)	Program Manager	Kris	Moynihan	\$ 98.79	2.25	\$222.29	2.0%	0.05
	Program Manager	Martin	Potter	\$ 96.84		\$217.90		
	Electrical Engineer	Daniel	Zlibut	\$ 80.71		\$181.60		
	Test Technician	Blake	Hawkins	\$ 79.80		\$179.56		
	Test Technician	Chris	Mackie	\$ 78.21		\$175.96		
	Test Technician	Jason	Ciriello	\$ 73.60		\$165.59		
	Test Technician	Brandon	Hawkins	\$ 70.99		\$159.73		
	Test Technician	Aaron	Schreiber	\$ 70.00		\$157.50		
	Test Technician	Craig	Zahara	\$ 67.48		\$151.84		
	Accounting Manager	John	Cano	\$ 64.69		\$145.55		
	Test Technician	Adam	Caron	\$ 58.87		\$132.47		
	Junior Test Technician	Skyler	Darling	\$ 55.67		\$125.25		

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Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
Stantec/JHCE Joint Venture

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[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Smith & Associates	Documentation	Ashley	Koehl	\$ 47.56	1.80	\$107.01	2.0%	0.04
	CEO	Suzanne	Smith	\$ 100.00		\$180.00		
	Sr. Safety Manager	Taylor	Smith	\$ 75.00		\$135.00		
	Technical Safety Support	Jessica	Batista	\$ 55.00		\$99.00		
	Safety Manager	Alfredo	Guardado	\$ 55.00		\$99.00		
	Inspector/Trainer	David	Russek	\$ 55.00		\$99.00		
	Inspector/Trainer	Anoosh	Safdari	\$ 55.00		\$99.00		
	Project Specialist	Alison	Potter	\$ 37.00		\$66.60		
SRT Consultants*	Principal Engineer	Tim	Monahan	\$ 165.00	3.00	\$250.00	4.0%	0.12
	Principal	Tanya	Yurovsky	\$ 100.00		\$250.00		
	Principal Engineer	Lisa	Pezzino	\$ 85.00		\$250.00		
	Senior Engineer	Nina	Mao	\$ 80.00		\$240.00		
	Asset Manager	Erin	McLachlan	\$ 75.00		\$225.00		
	Project Engineer	Laura	Chimelski	\$ 60.00		\$180.00		
	Project Engineer	Jerome	Navarro	\$ 60.00		\$180.00		
	Project Engineer	Tsegai	Asfaha	\$ 50.00		\$150.00		
SRT Consultants* Terra Engineers, Inc.*	Principal	Robert	Kirby	\$ 110.00	2.86	\$250.00	1.0%	0.03
	Principal	Guilaine	Roussel	\$ 110.00		\$250.00		
	Senior Engineer	Robert	McManus	\$ 85.00		\$243.10		
	Senior Engineer	William	Cooke	\$ 85.00		\$243.10		
	Senior Geologist	Richard	Harlan	\$ 85.00		\$243.10		
	Project Engineer	John	Lim	\$ 70.00		\$200.20		
	Engineer	Evania	Kristanti	\$ 50.00		\$143.00		
	Senior CAD	Michael	Robinson	\$ 50.00		\$143.00		
	Project Assistant	Esther	Zhou	\$ 31.00		\$88.66		
VGG Systems*	Principal Electrical Engineer	Vahe	Gulagian	\$ 170.00	1.50	\$250.00	2.0%	0.03
	Principal HV Electrical Engineer	Garo	Zarkian	\$ 170.00		\$250.00		
	Designer	Victor	Pazmino	\$ 120.00		\$180.00		
WIN Structural Consulting*	Principal, Project Director	Wassim	Naguib	\$ 180.00	2.00	\$250.00	1.0%	0.02
	Project Manager	Ady	Aviram	\$ 145.00		\$250.00		
	Q/A and Q/C technical	Gamal	Helmy	\$ 120.00		\$240.00		
	3D , BIM/ Autocad Technician	Ramez	Salib	\$ 110.00		\$220.00		
* Indicates LBE Firm					Effective Project Overhead & Profit Rate (EOPR): Maximum Allowable Effective Project Multiplier = 3.20			2.94

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

MMD JV

PRO.0231.B

Specialized and Technical As-Needed Services

This Agreement is made this 1st day of August, 2023, in the City and County of San Francisco (“City”), State of California, by and between MMD JV, 155 Montgomery Street, Suite 1400, San Francisco, California 94104 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure operations and maintenance support, including asset management services, and engineering services that are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise, spanning from Tuolumne County to the San Francisco Bay Area from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID PRO.0231; and

WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on March 6, 2023 from the Civil Service Commission under PSC number 41213-22/23 in the amount of \$30,000,000 for the period of five years and 26 weeks; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by Resolution No. 23-0114 on June 13, 2023.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the SFPUC.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means MMD JV, 155 Montgomery Street, Suite 1400, San Francisco, California 94104.

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.11 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and

furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and expire five (5) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to renew the Agreement for a period of four (4) additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seven Million, Five Hundred Thousand Dollars (\$7,500,000). The breakdown

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

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the SFPUC's Online Invoice System (SOLIS), unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.7 **Reserved (Grant Funded Contracts)**

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms)**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and

21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable

subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Personnel.

4.2.1 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular

business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at

the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$5,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved (Technology Errors and Omissions Liability Coverage)

(f) Reserved (Cyber and Privacy Coverage)

(g) Reserved (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements.

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements.

(a) The Workers' Compensation policy(ies) 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.

5.1.4 Primary Insurance Endorsements.

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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.

(e) Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; (v) breach of contract; or (vi) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (vi) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for

possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall

submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	--	--

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	--	--

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by

Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The

ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 21% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure)

10.13 Reserved (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved (Public Access to Nonprofit Records and Meetings)

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved (Distribution of Beverages and Water)

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Cheryl Sperry
Business Services Manager, Hetch Hetchy Water
San Francisco Public Utilities Commission
csperry@sfwater.org

To Contractor: Mo Basma
JV Chairman
MMD JV
155 Montgomery Street, Suite 1400
San Francisco, California 94104
mohamed.basma@mottmac.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 16, 2023. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or

conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved (Payment Card Industry ("PCI") Requirements)

13.3 Reserved (Business Associate Agreement)

13.4 Management of City Data and Confidential Information.

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

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

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

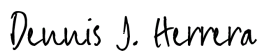
Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.


CITY

Recommended by:

DocuSigned by:

6619F304C40A4DA...
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

CONTRACTOR


MMD JV

DocuSigned by:

43F4205A000D4C2...
Mohamed Basma
JV Chairman

City Supplier Number: 0000038304

Approved as to Form:

David Chiu
City Attorney

By: 
806936117B564DF...
Tyson Arbuthnot
Deputy City Attorney

Approved:

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

By: _____

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services under the following tasks:

- a. Water supply, storage, and transport services and water quality services;
- b. Power services; and
- c. Operation and maintenance services.

Specific tasks will be assigned as needed within the above criteria including engineering services but are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise. The HHWP Contract Manager may request on-site support for any task under this contract. Specific tasks will be assigned as needed within the above criteria identified in Section 3.1, Description of Services. The Work identified in Tasks 1 through 3 below, describes potential types of work that could fall under the broad scope of services provided under PRO.0231.

TASK 1: WATER SUPPLY, STORAGE, AND TRANSPORT SERVICES AND WATER QUALITY SERVICES

A. Water Supply, Storage, Delivery, and Transport Services

1. Hydrologic and hydraulic modeling;
2. Power scheduling hourly optimization tools;
3. Integrating spatial snow products into hydrologic modeling;
4. Probable maximum flood studies and/or dam break analysis;
5. Dam and appurtenance assessment including concrete gravity dams and earthen fill dams;
6. Valve condition assessment;
7. Dam instrumentation and monitoring programs;
8. Inundation mapping;
9. Emergency planning;
10. Structural and geotechnical assessments;
11. Climatologic analyses;
12. Water source and supply alternative analyses;

13. Perform site-specific water use and conservation potential analysis;
14. Hydrogeology;
15. Climate change analyses;
16. Water delivery, pipeline and tunnel inspections, planning, technical memos and reports;
17. Corrosion control services;
18. Supply and flow metering;
19. Supply loss analyses;
20. Emergency operation planning;
21. Water system maintenance planning;
22. Operations and performance analyses; and

B. Water Quality Services

1. Water quality planning;
2. Water quality data management;
3. Process engineering and sanitary surveys;
4. Contaminant warning system implementation;
5. Drinking water regulatory requirements and compliance;
6. Standard Operating Procedure development; and
7. Other unspecified water quality support
8. Source Water Protection
 - a. Watershed management; and
 - b. Limnology and reservoir management including algaecide application
9. Distribution
 - a. Cross-connection studies;
 - b. Premise plumbing and consumer complaint investigation;

- c. Bacteriological re-growth control; and
 - d. Disinfection byproducts control.
- 10. Monitoring
 - a. Water sampling strategies and plan review;
 - b. Sample collection;
 - c. Laboratory support and trouble-shooting;
 - d. Water quality methods development;
 - e. Waterborne disease monitoring; and
 - f. Quality assurance and control
- 11. Receiving Waters
 - a. National Pollutant Discharge Elimination System (NPDES) discharge permit environmental compliance; and
 - b. Toxicity testing; and pretreatment strategies
- C. Water Treatment and Waste Water Treatment Services
 - 1. Water and waste water treatment plant operations improvements;
 - 2. Optimization analyses and training;
 - 3. Treatment strategy options analyses;
 - 4. Collection systems evaluations;
 - 5. Improvement, maintenance, and process optimization studies;
 - 6. Automation and efficiency surveys;
 - 7. Assessment and troubleshooting of instrumentation and control settings;
 - 8. pH adjustment processes;
 - 9. Coagulation and filtration processes;
 - 10. Operation, optimization, and management of disinfection processes including ozone, chlorine, chloramines, chlorine dioxide and UV;
 - 11. Analyses related to disinfection by-products;

12. Chemical delivery, feed, and transportation methods analyses;
13. Chemical supply availability analyses; chemical mixing and fluid mechanics;
14. Hydraulic modeling;
15. Quality assurance and quality control strategies;
16. Regulatory requirements and compliance;

D. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 2: POWER SERVICES

A. Powerhouse Power System Equipment: Support for programming, testing, maintaining all powerhouse power system equipment, including but not limited to all excitation equipment, governor equipment, motor control centers, main control boards, circuit breaker panels, and switchgear. Services will include engineering planning services (limited to investigations, studies, condition assessment, and needs assessment). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

B. Controls/Communications

1. These devices include but are not limited to the following:
 - a. Generator Owner/Operator and Transmission Owner/Operator regulatory testing; managed and unmanaged network switches, routers, programmable logic controllers, Remote Terminal Units, secure computer access at remote sites;
 - b. Supervisory Control and Data Acquisition (SCADA) equipment, including servers, Power over Ethernet devices, 5.8GHz, 6GHz, and 11GHz microwave radios, dishes, waveguide, battery systems, and Network Monitoring Systems.

2. Services will include engineering planning services (limited to investigations, studies, condition assessments, and needs assessment). These services will include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

C. Transmission and Distribution System Equipment

Support for programming, testing, maintaining all transmission system equipment (switchyards, substations, transmission conductor/towers, etc.). Services will include engineering planning services (investigations, studies, alternatives analyses, conceptual

engineering). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

D. Engineering maintenance support of power assets including protection and communication assets.

E. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 3: OPERATIONS AND MAINTENANCE SERVICES

A. Management Improvement Services

1. Knowledge management;
2. Succession planning;
3. Staff development and training, documentation and analyses of procedures, interactions, and efficiencies;
4. Performance measures development;
5. Productivity improvement analysis;
6. Increased use of technology to improve reliability and efficiency;
7. Developing operations and maintenance costs of facilities;
8. Benchmarking;
9. Strategic business planning;
10. Operations planning;
11. Sustainability planning and analyses;
12. Risk management and assessment;
13. Financial condition assessment;
14. Records, data, and document management;
15. Regulatory compliance tracking and support;
16. Database development;
17. Presentation organization and delivery;

18. Improving communications and working relationships with regulators, community members, customers, and other stakeholders;

19. Addressing public access to data and databases, summary reports, technical memorandum, and publications;

20. Customer and stakeholder education and outreach;

21. Development and support for workforce and candidate development and outreach programs to ensure availability of qualified candidates; and

22. Development and support for programs to improve the corporate culture in ways that will support long-term performance and productivity.

B. Asset Management Services

1. Business planning: to include Business Process, Standard Operating Procedures Development and Asset Management Policy Development, Strategic Asset Management Planning (SAMP) development. Development of Asset Type or Category specific plans;

2. Technical services, strategies related to operations and corresponding computerized maintenance management system support; to include the addition, removal and re-casting of current asset registries and data, interface with support Asset Management Services/Engineering/Surveying software (Building Information Modeling software, Geographic Information System software, Mobile platforms etc.);

3. Technical services, planning, and strategies related to maintenance, repair, replacement, construction, and improvement of major assets of water and hydroelectric systems {i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, control rooms, corporation yards, dams, reservoirs, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences);

4. Fleet and equipment management, including integration with Global Positioning Systems, refueling systems, that improves maintenance decisions and strategies;

5. Cost estimating, condition assessment, and financial and capital planning as well as other support tools that may include hazard studies, failure modes, effects, and analysis;

6. Value assessment and analyses;

7. Useful life and life cycle analyses and assessment that can be used to assist in fiscal / investment strategies;

8. Inventory analyses;

9. Vulnerability analyses and risk mitigation strategy development;

10. Facility optimization and documentation; and asset performance monitoring;
11. Preventive and routine operations and maintenance planning; condition assessment, performance monitoring and assessment.
12. Automation and efficiency systems and analysis;
13. Assessment and troubleshooting of Supervisory Control and Data Acquisition and communication assets, including recommendations to address obsolete technology;
14. Architect and advance new and existing Geographic Information Systems databases to improve data management and knowledge transfer by both office and field operations staff;
15. Support facility condition assessments and assist with project prioritization for development of the Water Enterprises' 10-year Capital Improvement Project funding request.

C. Specialized Technical Operation/Maintenance Services

1. Inspection of water storage facilities (concrete, earth and rock-filled);
2. Metallurgical and welding technology and inspection;
3. Improvements to meet power regulatory physical or cyber requirements;
4. Instrumentation and process control;
5. Process analysis;
6. Material testing;
7. Acoustical and vibration analysis;
8. Pipeline inspection & monitoring services;
9. Pipeline structural analysis; and
10. Bridge and road safety inspection.

D. Land Management Services

1. Right of Way (ROW) management and maintenance planning;
2. Encroachments removal analyses;
3. Surveying;
4. Support for development and review of Wildfire Management Plan;

5. Quarry and mining management and expertise;
6. Vegetation and tree management strategies;
7. Mowing and clearing strategies;
8. Land acquisition analysis;
9. ROW access strategies;
10. Parcel management;
11. Improved record-keeping on encroachments and correspondence relative to ROW use;
12. Debris removal management;
13. Weed abatement management; and
14. Management of fence, road, and paving maintenance, repair, and replacement.

E. Security, Asset Control, and Emergency Response Services

1. Development and update of security and emergency operations plans;
2. Strategies and analyses of securement/hardening of facilities and sites (e.g., fencing, cover, concealment);
3. Intrusion detection and access control of facilities;
4. Monitoring locations via Supervisory Control and Data Acquisition;
5. Crisis management;
6. Training, drills, and exercises development and implementation;
7. Identification of materials, equipment, and facility upgrades needed to improve emergency response capabilities; and

F. Testing of existing communication (microwave and fiber) equipment. Environmental and Regulatory Compliance Services for Operations, Hazardous Materials and Waste Service

1. Compliance analyses and audits;
2. Hazardous materials and waste management and planning;
3. Soils and groundwater sampling and testing;

4. Site assessments;
5. Contamination surveys;
6. Abatement strategies;
7. Risk assessments;
8. Regulatory requirements and strategy for operations;
9. Regulatory agency liaison;
10. Remediation and monitoring;
11. Permitting and permit compliance for operations;
12. Industrial hygiene oversight;
13. Anticipated operational regulatory controls;
14. Underground and above-ground tank requirements;
15. Hazardous materials planning, storage, transportation, use, removal, manifests, and disposal analyses and strategies;
16. Spill response management;
17. Spill prevention and countermeasures planning;
18. Risk management plans;
19. Remediation analyses; and
20. Facility and emergency response and evacuation plans, and training.

G. Health and Safety Services

1. Occupational Safety and Health Administration policies and procedures interpretation and compliance; code of safe practices development;
2. Incident investigation, planning, strategies, and training;
3. Worker and equipment safety evaluations;
4. Site inspections;
5. Alternative equipment use analysis; and
6. Inspection, documentation, and emergency response consulting.

H. Staff Support

1. Planning and strategies related to employee life cycles
 2. Provide on-site or off-site training for current and new requirements. Current needs include Electrical Safety for Utilities, High Voltage Electrical Safety, NFPA 70E Arc Flash, Antenna & Tower Climbing;
 3. Monitoring, Protection, and Communication and Control Systems Training: Specialized training for monitoring, protection, communication, instrumentation, and control systems;
 4. Equipment Safety Training: Shuttle Lift, Aerial Lift, Forklift, Fall Prevention, Skid Steer, Pre-trip with Air Break, Qualified Rigger and Hoisting Equipment, Crane Safety Training, National Commission for the Certification of Crane Operators Re-certification, Bucket Truck, Scissor Lift, Overhead Crane, Snow-cat Operations and Winter Survival Training;
 5. Regulatory Required Training for Western Electric Coordinating Council and North American Electric Reliability Council Compliance: Training to meet Federal Energy Regulatory Commission power systems reliability requirements including training development, hands-on technical training, and simulation workshops, and regulatory compliance workshops;
 6. Management/Leadership Training: Specialized training to meet departmental goals including such topics as: leadership, communication, mission and vision statement development, conflict resolution, as well as other topics to address specific organizational challenges; and
 7. Other training needs as they are identified.
- I. Non-construction safety services, including but not limited to, safety planning services, onsite safety officers, and onsite standby rescue services.

J. Customer Services: including developing and implementing customer community, and stakeholder outreach strategies and activities, customer-satisfaction, participation and awareness surveys and market research, workshops, and administrative improvements; public education outreach and school education on water supplies.

Task 4: SOCIAL IMPACT PARTNERSHIP (SIP)

A. Terms and Conditions.

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

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

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

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

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

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

7. If the Contractor fails to perform any of its SIP Commitments, the Contractor

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

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

9. If the SFPUC modifies or amends the contract with a resulting cumulative increase of the total value of the contract being 10% or more than its original value, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

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

B. Project Team.

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

C. Social Impact Partnership Commitments.

Contractor shall provide \$25,000 in direct financial contributions, \$28,500 in volunteer hours. Contractor commits to a minimum total contribution of \$53,500 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

			(A)	(B)	(C)	(D)	(F)
Social Impact Partnership Program Area	Strategies and Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized and cannot be changed)	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
Education	Promote science education in disadvantaged communities by partnering with a local educational nonprofit and two school districts.	Strategically invest over the first five years of the contract.	\$10,000	100	\$150/hr	\$15,000	\$25,000
Environment and Community Health	Support health and wellness programming that focuses on increasing access to the outdoors to the African American, Latino, and Filipino community.	Strategically invest over the first five years of the contract.	\$15,000	90	\$150/hr	\$13,500	\$28,500
TOTAL			\$25,000	190	-	\$28,500	\$53,500

D. Accountability and Deliverables.

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

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

1. Social Impact Partnership Plan and Timeline.

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

2. Social Impact Partnership Commitments and Reporting.

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

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

c. The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

d. The Contractor shall also submit a stand-alone annual newsletter to the

SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

E. Statements of Understanding.

Contractor acknowledges that they agree with the following statements:

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

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

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. City will not pay invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, unless the Contractor has received advance written approval from the City Attorney.

3. Department Liaison.

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Cheryl Sperry.

4. Task Orders. Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a "Notice to Proceed" will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

5. Reports. Contractor shall submit reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. Written reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its

sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

Appendix B Calculation of Charges

As part of Contractor's proposal dated February 16, 2023 Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of February 16, 2023. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$290 per hour for key/lead team members and \$250 per hour for all other positions, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- b. Proposed change of staff classification for existing personnel; and/or
- c. Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0231.B is **3.14**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

a. The following items will be eligible for reimbursement as ODCs:

i. Actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the HHWP Project or Contract Manager. The following items will be eligible for reimbursement as ODCs:

a) Meals, travel and lodging expenses for pre-approved, non-commute and/or non-routine project-related business trips. Examples of a non-commute or non-routine project-related business trips include travel to a specific site for a condition assessment, environmental investigation, or to conduct specialized training.

b) Rental vehicle, gasoline and mileage log for long term rental: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.

c) Personal vehicle use: Contractor will be paid per mile as established by the United States Internal Revenue Services. The Contractor shall submit to the City an approved mileage log with its monthly invoices.

d) Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.

e) Tolls and parking.

ii. Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);

iii. Specialty communication equipment rental. (e.g. radio system that works inside tunnels)

iv. Safety equipment

v. Task related permit fees;

vi. Expedited courier services when requested by SFPUC staff; and

vii. Special services, used solely for the benefit of the project, such as electrical testing, hazardous material testing, laboratory testing, deliveries, and coring/drilling services. All such services must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

b. Expenses not eligible for reimbursement include, but are not limited to:

- i. Routine and/or commute travel to/from SFPUC facilities;
- ii. Contractor staff relocation costs;
- iii. Any labor charges or pass-through including, but not limited to, administrative and clerical staff time;
- iv. Telephone calls and faxes originating in the firm's home office, standard computer use charges, software usage or partial charges, computer hardware or software, communication devices, and electronic equipment;
- v. Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- vi. Equipment to be used by SFPUC staff;
- vii. Ergonomic office equipment; and
- viii. Postage and courier services that are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees.

- a. Subject to the restrictions in this Section 6;
- b. Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- c. Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
MMD JV**

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Mott MacDonald Group, Inc.	Sr. Estimator	Adrian	Wood	\$ 62.78	3.39	\$212.82	41.10%	1.39
	Chartered Engineer	Adriano	Banuelos	\$ 37.34		\$126.58		
	Contract Administration	Ashley	Mupfawi	\$ 45.26		\$153.43		
	Soils/Groundwater Sampling/Site Assessment	Benjamin	Petryna	\$ 46.61		\$158.01		
	Senior Engineer	Brian	Stewart	\$ 62.71		\$212.59		
	Projects Director	Charles	Bishop	\$ 58.39		\$197.94		
	Emergency Response Planning	Christo	Basson	\$ 51.03		\$172.99		
	Risk Management	Christopher	Humphries	\$ 80.11		\$250.00		
	Tunnel Engineer	Connor	Langford	\$ 58.84		\$199.48		
	Software Support	Cory	Dippold	\$ 97.57		\$250.00		
	Wetland Restoration	Craig	Harter	\$ 62.51		\$211.91		
	Tunnel Engineer	Dani	Delaloye	\$ 53.01		\$179.69		
	Pipeline and Tunnel Inspections	David	Jurich	\$ 130.00		\$250.00		
	Sr. Technical Advisor	David	Thomas	\$ 76.18		\$250.00		
	Sr. Tunnel Engineer	David	Taylor	\$ 84.53		\$250.00		
	Tunnels Design Manager	David	Young	\$ 132.17		\$250.00		
	Project Controls	Dawn-Ann	MacGillivray	\$ 41.46		\$140.55		
	Project Controls Specialist	Deepa	Vazirani	\$ 88.48		\$250.00		
	Support Staff, Alternate	Dennys	Sudarma	\$ 45.49		\$154.21		
	SCADA Engineer	Don	Hinds	\$ 76.92		\$250.00		
	GIS	Duane	Chapman	\$ 79.95		\$250.00		
	Water Sysetems Engineer	Earl	Schneider	\$ 104.62		\$290.00		
	Digital Technology	Elizabeth	Torres	\$ 42.87		\$145.33		
	Hazardous Materials/Waste Management	Ellen	Moore	\$ 101.62		\$250.00		
	Principal Powerhouse/Power Transmission Engineer	Eric	Pretorius	\$ 105.28		\$290.00		
	Contract Manager	Eric	Zagol	\$ 121.04		\$290.00		
	Principal Electrical Project Manager	Frank	Mescaill	\$ 103.36		\$250.00		
	Funding/Grants	Gabriel	Alcantar	\$ 78.17		\$250.00		
	Water Quality Monitoring	Gene	DeStefano	\$ 119.12		\$250.00		
	Hydro Mechanical Engineer	Gonzalo	Montilla Castro	\$ 35.54		\$120.48		
	Sr. Designer	Harold	Strang	\$ 57.20		\$193.92		
	Tunnel Engineer	Herman	Gill	\$ 38.61		\$130.88		
	Hydro Mechanical Engineer	James	Smith	\$ 49.93		\$169.26		
	Marine Ecology	Jamie	Miro	\$ 37.18		\$126.04		
	Project Controls	Janette	Ronquillo	\$ 42.18		\$142.99		
	Landscape Assessments	Jason	Harkins	\$ 53.20		\$180.35		
	Sr. Estimator	Jim	Allan	\$ 47.35		\$160.52		
	Hydraulics Engineering / Principal PM	John	Chesterton	\$ 100.83		\$250.00		
	Senior Project Manager Water	John	Mukhar	\$ 96.57		\$250.00		
	Climate Change Analysis	John	Carstensen	\$ 69.03		\$234.01		
	Water Process Engineer	John	Civardi	\$ 104.81		\$250.00		
	Principal Power Project Manager	John	Davenport	\$ 100.00		\$250.00		
	Dams and Hydraulic Structures	John	Foster	\$ 59.94		\$203.20		
	Wastewater Process Engineer	John	Scheri	\$ 105.42		\$250.00		
	Water Quality Monitoring	John	Wujek	\$ 99.26		\$250.00		
	Geoseismic	Jongwon	Lee	\$ 89.04		\$250.00		
	Support Staff, Alternate	Jordan	Cho	\$ 43.99		\$149.13		
	Principal Engineer-Structural	Joseph	Caruso	\$ 98.53		\$250.00		
	Benchmarking	Joshua	Ogier	\$ 67.01		\$227.17		
	Senior Project Engineer	Justin	Lianides	\$ 81.73		\$250.00		
	Regulatory and Compliance	Keith	Cartrick	\$ 117.94		\$250.00		
	Staff Engineer	Kenny	Nguyen	\$ 44.18		\$149.77		
	Numerical Modeler	Kevin	Stanton	\$ 68.75		\$233.06		
	Power Transmissin Engineer	Krystian	Sokolowski	\$ 96.00		\$250.00		
	Desalination	Kuteiba	Hussein	\$ 35.59		\$120.65		
	Risk Management	Lisa	Avestedt	\$ 97.86		\$250.00		
	Sr Structural Engineer	Luca	Furgani	\$ 30.02		\$101.77		
	Process Engineering and Treatability	Margie	Gray	\$ 84.83		\$250.00		
	Support Staff, Alternate	Mario	Gordillo	\$ 48.11		\$163.09		
	Sr. Technical Advisor	Mark	Tompeck	\$ 110.80		\$250.00		
	Principal Geotech Project Manager	Martin	Walker	\$ 102.10		\$250.00		
	Geotechnical Engineer	Maryam	Motamed	\$ 67.51		\$228.86		
	Principal-Water Conveyance	Michael	Altland	\$ 107.49		\$250.00		
	Sr. Estimator	Michael	Baker	\$ 50.24		\$170.31		
	Senior Project Controls	Michael	Cheng	\$ 86.20		\$250.00		
	Sr. Estimator	Michael	Dye	\$ 82.94		\$250.00		
	Emergency Response Planning	Michael	Kelly	\$ 110.67		\$250.00		
	O&M/R&R Plannin	Michael	Salvato	\$ 138.58		\$250.00		

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
MMD JV**

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)	Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]	[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Mott MacDonald Group, Inc.	JV Principal	Mohamed Basma	\$ 130.64		\$250.00		
	Senior Project Manager-Structural	Noel Vivar	\$ 79.03		\$250.00		
	Construction Management	Noli Del Rosario	\$ 111.87		\$250.00		
	Geoseismic	Ozgur Kazaci	\$ 93.75		\$250.00		
	Sr. Estimator	Patrick Walsh	\$ 59.73		\$202.48		
	Principal-in-charge	Paul Paparella	\$ 150.00		\$250.00		
	Principal Dams Engineer	Paul Sorci	\$ 87.25		\$290.00		
	Advanced Water Purification	Paul Zuber	\$ 94.70		\$250.00		
	Materials and Corrosion Technology Head	Paul Lambert	\$ 58.84		\$199.47		
	Engineer IV	Paul Rodriguez	\$ 61.91		\$209.87		
	Groundwater	Peter Schwartzman	\$ 95.92		\$250.00		
	Structural Engineer	Peter Smith	\$ 102.00		\$250.00		
	Dams and Hydraulic Structures	Philippe Cazalis	\$ 119.34		\$250.00		
	Hydrology	Pter Ede	\$ 52.13		\$176.72		
	Electrical Engineer	Raman Doraisamy	\$ 28.61		\$96.99		
	Principal Power Transmission Engineer	Rashpal Brar	\$ 88.72		\$250.00		
	Senior Bridges Project Manager	Ravi Narayanan	\$ 85.92		\$250.00		
	ASR Specialist	Rene Brueckner	\$ 48.46		\$164.28		
	Alternative Water Supplies and Recycled W	Renee Crawford	\$ 100.88		\$250.00		
	Admin Asst.	Renee del Rio	\$ 56.20		\$190.52		
	Infrastructure/Cyber Security	Rich Umbrino	\$ 73.66		\$249.71		
	Senior Specialist	Richard Luettchau	\$ 59.84		\$202.86		
	Construction Management	Ritu Giri	\$ 63.81		\$216.32		
	Data Management and Application Develop	Robert Blash	\$ 61.41		\$208.18		
	Principal Wastewater Project Manager	Rob Demis	\$ 114.56		\$250.00		
	Geotechnical	Robert Chew	\$ 155.25		\$250.00		
	Staff Development/Training	Roxanna Thomas	\$ 82.32		\$250.00		
	Geologist	Scott Ball	\$ 84.93		\$250.00		
	Tunnel Engineer	Shawna Von Stockhausen	\$ 84.85		\$250.00		
	Senior Project Engineer-Water/Wastewater	Stephanie Douglass	\$ 72.70		\$246.45		
	Groundwater	Stephen Swope	\$ 96.38		\$250.00		
	Site Inspections	Steve Nash	\$ 94.76		\$250.00		
	Principal Roads Project Manager	Teferi Aberi	\$ 98.39		\$250.00		
	Principal Project Manager-Water/Wastewater	Thomas Grau	\$ 107.20		\$250.00		
	Principal Controls Engineer	Thomas Kuhn	\$ 104.00		\$250.00		
	Tunnels	Thomas Kwiatkowski	\$ 126.35		\$250.00		
	Engineer IV-Buildings	Tian Gao	\$ 63.76		\$216.15		
	Hydrology	Tom Beskeen	\$ 43.98		\$149.09		
	Tunnel Engineer	Trent Cohen	\$ 72.26		\$244.96		
	Climate Change Analysis	William Phillips	\$ 48.80		\$165.44		
Dabri, Inc.	O&M Manuals/Project Manager/Software	Bill Seaver	\$81.50		\$250.00		
	PM - Planning, Risk, Asset Mngmt, Cost & S	Ajay Singh	\$98.00		\$250.00		
	Specification/Estimating/Value Analysis, Risk	Domonique Kaur	\$98.00		\$250.00		
	Electrical QA/QC/Estimator/Asset Managem	Jerry Brys	\$87.00		\$250.00		
	PM - Planning, Risk, Asset Mngmt, Cost & S	Faris Jessa	\$97.00		\$250.00		
	Assistant RE/QA Engineer/Field Engineer	Juan Barrios	\$62.00		\$210.18		
	Cost Estimator, Value Engineering, Life Cyc	Sunil Shah	\$87.20	3.39	\$250.00	27.40%	0.93
	Cost Estimator - Architecture	Ronald Der	\$81.00		\$250.00		
	Construction Inspector/Condition Assessment	Minh Nguyen	\$78.00		\$250.00		
	Construction Inspector/Condition Assessment	David Bogdanoff	\$87.00		\$250.00		
	Project Manager/Job Manager	Brian Tanko	\$65.00		\$220.35		
	ARE/Office/Field Engineer	Tony Lin	\$62.00		\$210.18		
AET	Document Controls/Assistant Engineer	Binh Truong	\$55.00		\$186.45		
	Petrographer, Principal	Blake Lemcke	\$41.00		\$120.95		
	Chemist, Principal	Cyler Hayes	\$67.00	2.95	\$197.65	0.50%	0.01
	Technician, Lab, Level II	Amber Roberts	\$23.60		\$69.62		
Associated Right of Way Services, Inc. (ARWS)	Project Administrator	Megan Huberty	\$34.65		\$102.22		
	Principal Consultant	Bill Tannenbaum	\$110.00		\$250.00		
	Managing Consultant	TBD	\$95.00		\$250.00		
	Consultant III	TBD	\$70.00		\$187.60		
	Consultant II	TBD	\$55.00		\$147.40		
	Consultant I	TBD	\$40.00		\$107.20		
	Right of Way Technician	TBD	\$45.00	2.68	\$120.60	0.50%	0.01
	Administrative Support	TBD	\$37.00		\$99.16		
	Appraiser III	TBD	\$95.00		\$250.00		
	Appraiser II	TBD	\$70.00		\$187.60		
	Appraiser I	TBD	\$55.00		\$147.40		

**Appendix B-1
Fee Schedule**

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MMD JV**

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[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Applied Technology & Science (ATS)	Permitting/Regulatory Compliance	Jennifer	Gagnon	\$63.00	2.60	\$163.80	2.50%	0.07
Bay Area Coating Consultants (BACC)	Senior Consultant	Ed	Darrimon	\$ 85.00	1.98	\$168.30	1.00%	0.02
	Lead Inspector	Austin	Darrimon	\$ 76.06		\$150.60		
	Senior Inspector	Armando	Austria	\$ 76.06		\$150.60		
Biological Monitoring And Assessment Specialists, Inc. (BioMaAS, Inc.)	ECM/E.I.- Senior Permitted Biologist	Bill	Stagnaro	\$65.00	2.50	\$162.50	2.00%	0.05
	ECM- Senior Permitted Biologist	Cullen	Wilkinson	\$65.00		\$162.50		
	Permitting Specialist	John	Cleckler	\$80.00		\$200.00		
	Senior Biologist/Wetland Specialist	Ivan	Parr	\$46.00		\$115.00		
	Associate Biologist	Aaron	Sunshine	\$40.00		\$100.00		
	Environmental Inspector	Tony	Jones	\$60.00		\$150.00		
	Associate Biologist	Lora	Roame	\$42.00		\$105.00		
	Associate Biologist	Brandon	Vidrio	\$42.00		\$105.00		
	Senior Ecologist/Permitting Specialist	Chris	Rogers	\$95.00		\$237.50		
	Associate Biologist	Adam	McAndrews	\$46.00		\$115.00		
	Associate Biologist	Josh	Bassei	\$47.00		\$117.50		
Galen CM INC	Civil Engineer	Jeff	Wasserloos	\$125.00	2.00	\$250.00	2.50%	0.05
	WECC / NERC Coordinator	Lenise	Kimes	\$70.00		\$140.00		
	Stakeholder Liaison	Monica	Steele	\$60.00		\$120.00		
	Asset Manager & Maximo Professional	Scott	Riley	\$120.00		\$240.00		
	Records Management Professional	Victoria	Howell	\$60.00		\$120.00		
	Maximo Professional	Bruce	Summers	\$120.00		\$240.00		
InfraTerra, Inc.	Principal Engineer	Ahmed	Nisar	\$86.54	3.10	\$250.00	5.00%	0.16
	Principal Geologist	Christopher	Hitchcock	\$86.54		\$250.00		
	Senior Engineer	Nikolay	Doumbalski	\$79.33		\$245.92		
	Senior Engineer	Vladimir	Calugaru	\$70.67		\$219.08		
	Senior Engineer	Jenny	Taing	\$67.31		\$208.66		
	Project Geologist	Ryan	Caspary	\$40.87		\$126.70		
	Staff Engineer	Wen-Yi	Yen	\$37.98		\$117.74		
	Staff Geologist	Brandon	Hein	\$37.98		\$117.74		
	Staff Geologist	Brian	Kessler	\$37.98		\$117.74		
	Staff Geologist	Lindsay	Podjasek	\$37.98		\$117.74		
KKL Consulting LLC	Principal	Ken	Leung	\$220.00	1.00	\$220.00	1.00%	0.01
Lettis Consultants International, Inc.	Senior Principal II		TBD	\$110.41	3.08	\$250.00	1.00%	0.03
	Senior Principal I		TBD	\$92.63		\$250.00		
	Principal		TBD	\$78.26		\$241.21		
	Senior		TBD	\$62.34		\$192.14		
	Senior Project		TBD	\$52.04		\$160.40		
	Project		TBD	\$47.90		\$147.64		
	Senior Staff		TBD	\$42.16		\$129.95		
	Staff		TBD	\$36.30		\$111.88		
	Project Support		TBD	\$39.90		\$122.98		
Matthew Gass Consulting	Mechanical Engineer (Senior)	Matthew	Gass	\$190.00	1.00	\$190.00	1.00%	0.01
McGovern McDonald Engineers	Principal Engineer	McGovern	Patricia	\$100.00	2.70	\$250.00	2.00%	0.05
	Chief Engineer	McDonald	Steve	\$120.00		\$250.00		
	Engineer	Webb	Ken	\$80.00		\$216.00		
	Chief Engineer	Badani	Vinod	\$130.00		\$250.00		
	CAD Designer	Davis	Mark	\$60.00		\$162.00		
	Drone Pilot/Field Analyst	Benbanaste	Berti	\$70.00		\$189.00		
Mead & Hunt	Hydro Electrical Engineer	Brandon	Winchell	\$68.90	3.12	\$214.97	5.00%	0.16
	Hydro Mechanical Engineer	Thomas	Darlington	\$65.63		\$204.77		
	Hydro Civil Engineer	Jackie	Hader	\$58.09		\$181.24		
	Hydro Structural Engineer	Grace	Rose	\$51.97		\$162.15		
	Hydro H&H Engineer	Ryan	Greif	\$61.09		\$190.60		
Meridian Surveying Engineering, Inc.	Licensed Engineer / Surveyor	Stanley	Gray	\$113.30	2.80	\$250.00	1.00%	0.03
	Project Manager	Nathan	Foley	\$50.00		\$140.00		
	Junior Engineer / Surveyor	Eli	Blond	\$42.00		\$117.60		
	Technician/CAD Operator	Aaron	Jean	\$39.00		\$109.20		
	Technician/CAD Operator	David	Champan	\$39.00		\$109.20		
	Junior Engineer / Surveyor	Emily	Thomas	\$40.00		\$112.00		
	Junior Engineer / Surveyor	Oliver	Anderson	\$27.50		\$77.00		
	Junior Engineer / Surveyor	Eric	Ward	\$35.00		\$98.00		
	Field Chief (Prevailing Wage)		TBD	\$76.67		\$214.68		
	Field Rodman (Prevailing Wage)		TBD	\$74.66		\$209.05		
PRO-TEC Safety Consultants, Inc.	Safety Manager	Ralph	Morales	\$103.00	2.10	\$216.30	1.00%	0.02
	Safety Manager	Alec	Morales	\$71.00		\$149.10		
Stillwater Sciences	Senior Scientist	Noah	Hume	\$73.88		\$229.03		

**Appendix B-1
Fee Schedule**

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MMD JV**

OVERHEAD AND PROFIT SCHEDULE

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[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Stillwater Sciences	Senior Scientist	Maia	Singer	\$84.60	3.10	\$250.00	1.00%	0.03
	Senior Biometrician	Peter	Baker	\$68.00		\$210.80		
	Senior Water Quality Scientist	Christina	Buck	\$42.24		\$130.94		
	Senior Modeler	Nate	Butler	\$54.00		\$167.40		
	Senior Hydrologist	Ian	Pryor	\$47.72		\$147.93		
The Thier Group	Principal/Project Manager	Holli	Thier	\$97.00	2.80	\$250.00	1.00%	0.03
	Assistant Project Manager	Nicole	Ziman	\$65.00		\$182.00		
	Public Outreach Director	Kristen	Webb	\$81.73		\$228.84		
	Director of Partnering	Jessica	Romm,	\$100.00		\$250.00		
	Copy Writer	Laurie	Stewart	\$53.00		\$148.40		
	Public Outreach Specialist	Steve	Hawkins	\$62.00		\$173.60		
	Graphic Designer	Doug	Comstock	\$75.00		\$210.00		
	Public Outreach Specialist	Karyn	Okazaki	\$50.00		\$140.00		
	Public Outreach Director/Diversity	Noah	Griffin	\$75.00		\$210.00		
	Operations	Kristen	Hurzeler	\$45.00		\$126.00		
	Construction Project Manager	Julius	Strid,	\$150.00		\$250.00		
	Senior Quality Inspector	Robert	Sahagun	\$100.00		\$250.00		
	Resident Engineer/Quality Control Manager	Jackie	Benson Dagenais	\$61.00		\$170.80		
	Senior Engineer/Project Manager	William	Blaylock,	\$80.00		\$224.00		
	Senior Program Manager/Project Controls	Leonard	Lewis	\$80.00		\$224.00		
	Resident Engineer/Construction Manager	David	Bogdanoff,	\$55.00		\$154.00		
	Senior Geologist	Ronald	Free	\$125.00		\$250.00		
	Document Control Specialist		TBD	\$59.00		\$165.20		
	Senior Tunnel/Civil Inspector	Jonathan	Wolf	\$85.00		\$238.00		
	Project Safety Manager	Michael	Sarlitto,	\$65.00		\$182.00		
	Senior Tunnel/Civil Inspector	Randy	Rodriguez	\$87.00		\$243.60		
	Project Estimating/Project Controls	Ron	Der	\$57.00		\$159.60		
	Blasting Specialist	Amber	McCracken	\$85.00		\$238.00		
	Senior Tunnel/Civil Inspector	Audie	Reynolds	\$85.00		\$238.00		
	Assitant Design Manager/OE3	Marco	Romero	\$56.63		\$158.56		
Thomas R Johnson LLC	Principal	Tom	Johnson	\$235.00	1.00	\$235.00	1.00%	0.01
Two Rivers, Corp.	Workshop Facilitator/Trainer	Cheryl	Williams	\$105.00	1.80	\$189.00	1.00%	0.02
	Training Content / eLearning Developer	Mark	Brown	\$95.00		\$171.00		
	Change Manager/Comms/Assessments	Renee	Whitney	\$105.00		\$189.00		
	Change Manager/Comms/Assessments	Ginni	Brown	\$105.00		\$189.00		
	Business Analyst/Survey Dev/Project Coord	Anthony	Hines	\$80.00		\$144.00		
Vibro-Acoustic Consultants, Inc.	Principal	Ahmad	Bayat	\$72.12	3.52	\$250.00	1.00%	0.04
	Sr. Associate	Prateek	Kulkarni	\$63.46		\$223.38		
	Associate	Matthew	Reid	\$46.54		\$163.82		
Water Solutions Inc.	Principle	Glenn	Reynolds	\$85.00	3.50	\$250.00	0.50%	0.02
	Senior Specialist	John	Vandemoer	\$65.00		\$227.50		
	Senior Specialist	Chuck	Reichel	\$65.00		\$227.50		
	Senior Specialist	Evan	Wolf	\$65.00		\$227.50		
	Staff Professional	Jack	Sutton	\$45.00		\$157.50		
	Staff Professional	Emma	Reynolds	\$45.00		\$157.50		
	Project Administration	Becca	Carlton	\$55.00		\$192.50		
Effective Project Overhead & Profit Rate (EOPR): Maximum Allowable Effective Project Multiplier = 3.20							3.140	

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

AECOM/WRE JV

PRO.0231.C

Specialized and Technical As-Needed Services

This Agreement is made this 31th day of July, 2023, in the City and County of San Francisco (“City”), State of California, by and between AECOM/WRE JV, 300 Lakeside Drive, Suite 400, Oakland, California 94612 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure operations and maintenance support, including asset management services, and engineering services that are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise, spanning from Tuolumne County to the San Francisco Bay Area from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID PUC.PRO.0231; and

WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on March 6, 2023 from the Civil Service Commission under PSC number 41213-22/23 in the amount of \$30,000,000 for the period of five years and 26 weeks; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by Resolution No. 23-0114 on June 13, 2023.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the SFPUC.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means AECOM.WRE JV, 300 Lakeside Drive, Suite 400, Oakland, California 94612.

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.11 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and

furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and expire five (5) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to renew the Agreement for a period of four (4) additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seven Million, Five Hundred Thousand Dollars (\$7,500,000). The breakdown

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

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the SFPUC's Online Invoice System (SOLIS), unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.7 **Reserved (Grant Funded Contracts)**

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms)**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and

21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable

subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Personnel.

4.2.1 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular

business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at

the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$5,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved (Technology Errors and Omissions Liability Coverage)

(f) Reserved (Cyber and Privacy Coverage)

(g) Reserved (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements.

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements.

(a) The Workers' Compensation policy(ies) 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.

5.1.4 Primary Insurance Endorsements.

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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.

(e) Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; (v) breach of contract; or (vi) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (vi) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for

possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall

submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	--	--

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	--	--

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by

Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The

ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 20% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure)

10.13 Reserved (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved (Public Access to Nonprofit Records and Meetings)

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved (Distribution of Beverages and Water)

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Cheryl Sperry
Business Services Manager, Hetch Hetchy Water
San Francisco Public Utilities Commission
csperry@sfwater.org

To Contractor: Theodore Feldsher
Vice President
AECOM/WRE JV
300 Lakeside Drive, Suite 400
Oakland, California 94612
theodore.feldsher@aecom.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 16, 2023. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or

conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved (Payment Card Industry ("PCI") Requirements)

13.3 Reserved (Business Associate Agreement)

13.4 Management of City Data and Confidential Information.

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

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

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

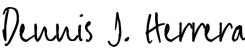
Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.


CITY

Recommended by:

DocuSigned by:

6619F304C40A4DA...
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

CONTRACTOR


AECOM/WRE JV

DocuSigned by:

969DBC1BAE1B4E1...
Theodore Feldsher
Vice President

City Supplier Number: 0000026138

Approved as to Form:

David Chiu
City Attorney

By: 
806936117B564DF...
Tyson Arbuthnot
Deputy City Attorney

Approved:

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

By: _____

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services under the following tasks:

- a. Water supply, storage, and transport services and water quality services;
- b. Power services; and
- c. Operation and maintenance services.

Specific tasks will be assigned as needed within the above criteria including engineering services but are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise. The HHWP Contract Manager may request on-site support for any task under this contract. Specific tasks will be assigned as needed within the above criteria identified in Section 3.1, Description of Services. The Work identified in Tasks 1 through 3 below, describes potential types of work that could fall under the broad scope of services provided under PRO.0231.

TASK 1: WATER SUPPLY, STORAGE, AND TRANSPORT SERVICES AND WATER QUALITY SERVICES

A. Water Supply, Storage, Delivery, and Transport Services

- 1. Hydrologic and hydraulic modeling;
- 2. Power scheduling hourly optimization tools;
- 3. Integrating spatial snow products into hydrologic modeling;
- 4. Probable maximum flood studies and/or dam break analysis;
- 5. Dam and appurtenance assessment including concrete gravity dams and earthen fill dams;
- 6. Valve condition assessment;
- 7. Dam instrumentation and monitoring programs;
- 8. Inundation mapping;
- 9. Emergency planning;
- 10. Structural and geotechnical assessments;
- 11. Climatologic analyses;
- 12. Water source and supply alternative analyses;

13. Perform site-specific water use and conservation potential analysis;
14. Hydrogeology;
15. Climate change analyses;
16. Water delivery, pipeline and tunnel inspections, planning, technical memos and reports;
17. Corrosion control services;
18. Supply and flow metering;
19. Supply loss analyses;
20. Emergency operation planning;
21. Water system maintenance planning;
22. Operations and performance analyses; and

B. Water Quality Services

1. Water quality planning;
2. Water quality data management;
3. Process engineering and sanitary surveys;
4. Contaminant warning system implementation;
5. Drinking water regulatory requirements and compliance;
6. Standard Operating Procedure development; and
7. Other unspecified water quality support
8. Source Water Protection
 - a. Watershed management; and
 - b. Limnology and reservoir management including algaecide application
9. Distribution
 - a. Cross-connection studies;
 - b. Premise plumbing and consumer complaint investigation;

- c. Bacteriological re-growth control; and
 - d. Disinfection byproducts control.
- 10. Monitoring
 - a. Water sampling strategies and plan review;
 - b. Sample collection;
 - c. Laboratory support and trouble-shooting;
 - d. Water quality methods development;
 - e. Waterborne disease monitoring; and
 - f. Quality assurance and control
- 11. Receiving Waters
 - a. National Pollutant Discharge Elimination System (NPDES) discharge permit environmental compliance; and
 - b. Toxicity testing; and pretreatment strategies
- C. Water Treatment and Waste Water Treatment Services
 - 1. Water and waste water treatment plant operations improvements;
 - 2. Optimization analyses and training;
 - 3. Treatment strategy options analyses;
 - 4. Collection systems evaluations;
 - 5. Improvement, maintenance, and process optimization studies;
 - 6. Automation and efficiency surveys;
 - 7. Assessment and troubleshooting of instrumentation and control settings;
 - 8. pH adjustment processes;
 - 9. Coagulation and filtration processes;
 - 10. Operation, optimization, and management of disinfection processes including ozone, chlorine, chloramines, chlorine dioxide and UV;
 - 11. Analyses related to disinfection by-products;

12. Chemical delivery, feed, and transportation methods analyses;
13. Chemical supply availability analyses; chemical mixing and fluid mechanics;
14. Hydraulic modeling;
15. Quality assurance and quality control strategies;
16. Regulatory requirements and compliance;

D. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 2: POWER SERVICES

A. Powerhouse Power System Equipment: Support for programming, testing, maintaining all powerhouse power system equipment, including but not limited to all excitation equipment, governor equipment, motor control centers, main control boards, circuit breaker panels, and switchgear. Services will include engineering planning services (limited to investigations, studies, condition assessment, and needs assessment). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

B. Controls/Communications

1. These devices include but are not limited to the following:
 - a. Generator Owner/Operator and Transmission Owner/Operator regulatory testing; managed and unmanaged network switches, routers, programmable logic controllers, Remote Terminal Units, secure computer access at remote sites;
 - b. Supervisory Control and Data Acquisition (SCADA) equipment, including servers, Power over Ethernet devices, 5.8GHz, 6GHz, and 11GHz microwave radios, dishes, waveguide, battery systems, and Network Monitoring Systems.
2. Services will include engineering planning services (limited to investigations, studies, condition assessments, and needs assessment). These services will include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

C. Transmission and Distribution System Equipment

Support for programming, testing, maintaining all transmission system equipment (switchyards, substations, transmission conductor/towers, etc.). Services will include engineering planning services (investigations, studies, alternatives analyses, conceptual

engineering). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

D. Engineering maintenance support of power assets including protection and communication assets.

E. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 3: OPERATIONS AND MAINTENANCE SERVICES

A. Management Improvement Services

1. Knowledge management;
2. Succession planning;
3. Staff development and training, documentation and analyses of procedures, interactions, and efficiencies;
4. Performance measures development;
5. Productivity improvement analysis;
6. Increased use of technology to improve reliability and efficiency;
7. Developing operations and maintenance costs of facilities;
8. Benchmarking;
9. Strategic business planning;
10. Operations planning;
11. Sustainability planning and analyses;
12. Risk management and assessment;
13. Financial condition assessment;
14. Records, data, and document management;
15. Regulatory compliance tracking and support;
16. Database development;
17. Presentation organization and delivery;

18. Improving communications and working relationships with regulators, community members, customers, and other stakeholders;

19. Addressing public access to data and databases, summary reports, technical memorandum, and publications;

20. Customer and stakeholder education and outreach;

21. Development and support for workforce and candidate development and outreach programs to ensure availability of qualified candidates; and

22. Development and support for programs to improve the corporate culture in ways that will support long-term performance and productivity.

B. Asset Management Services

1. Business planning: to include Business Process, Standard Operating Procedures Development and Asset Management Policy Development, Strategic Asset Management Planning (SAMP) development. Development of Asset Type or Category specific plans;

2. Technical services, strategies related to operations and corresponding computerized maintenance management system support; to include the addition, removal and re-casting of current asset registries and data, interface with support Asset Management Services/Engineering/Surveying software (Building Information Modeling software, Geographic Information System software, Mobile platforms etc.);

3. Technical services, planning, and strategies related to maintenance, repair, replacement, construction, and improvement of major assets of water and hydroelectric systems {i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, control rooms, corporation yards, dams, reservoirs, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences);

4. Fleet and equipment management, including integration with Global Positioning Systems, refueling systems, that improves maintenance decisions and strategies;

5. Cost estimating, condition assessment, and financial and capital planning as well as other support tools that may include hazard studies, failure modes, effects, and analysis;

6. Value assessment and analyses;

7. Useful life and life cycle analyses and assessment that can be used to assist in fiscal / investment strategies;

8. Inventory analyses;

9. Vulnerability analyses and risk mitigation strategy development;

10. Facility optimization and documentation; and asset performance monitoring;
11. Preventive and routine operations and maintenance planning; condition assessment, performance monitoring and assessment.
12. Automation and efficiency systems and analysis;
13. Assessment and troubleshooting of Supervisory Control and Data Acquisition and communication assets, including recommendations to address obsolete technology;
14. Architect and advance new and existing Geographic Information Systems databases to improve data management and knowledge transfer by both office and field operations staff;
15. Support facility condition assessments and assist with project prioritization for development of the Water Enterprises' 10-year Capital Improvement Project funding request.

C. Specialized Technical Operation/Maintenance Services

1. Inspection of water storage facilities (concrete, earth and rock-filled);
2. Metallurgical and welding technology and inspection;
3. Improvements to meet power regulatory physical or cyber requirements;
4. Instrumentation and process control;
5. Process analysis;
6. Material testing;
7. Acoustical and vibration analysis;
8. Pipeline inspection & monitoring services;
9. Pipeline structural analysis; and
10. Bridge and road safety inspection.

D. Land Management Services

1. Right of Way (ROW) management and maintenance planning;
2. Encroachments removal analyses;
3. Surveying;
4. Support for development and review of Wildfire Management Plan;

5. Quarry and mining management and expertise;
6. Vegetation and tree management strategies;
7. Mowing and clearing strategies;
8. Land acquisition analysis;
9. ROW access strategies;
10. Parcel management;
11. Improved record-keeping on encroachments and correspondence relative to ROW use;
12. Debris removal management;
13. Weed abatement management; and
14. Management of fence, road, and paving maintenance, repair, and replacement.

E. Security, Asset Control, and Emergency Response Services

1. Development and update of security and emergency operations plans;
2. Strategies and analyses of securement/hardening of facilities and sites (e.g., fencing, cover, concealment);
3. Intrusion detection and access control of facilities;
4. Monitoring locations via Supervisory Control and Data Acquisition;
5. Crisis management;
6. Training, drills, and exercises development and implementation;
7. Identification of materials, equipment, and facility upgrades needed to improve emergency response capabilities; and

F. Testing of existing communication (microwave and fiber) equipment. Environmental and Regulatory Compliance Services for Operations, Hazardous Materials and Waste Service

1. Compliance analyses and audits;
2. Hazardous materials and waste management and planning;
3. Soils and groundwater sampling and testing;

4. Site assessments;
5. Contamination surveys;
6. Abatement strategies;
7. Risk assessments;
8. Regulatory requirements and strategy for operations;
9. Regulatory agency liaison;
10. Remediation and monitoring;
11. Permitting and permit compliance for operations;
12. Industrial hygiene oversight;
13. Anticipated operational regulatory controls;
14. Underground and above-ground tank requirements;
15. Hazardous materials planning, storage, transportation, use, removal, manifests, and disposal analyses and strategies;
16. Spill response management;
17. Spill prevention and countermeasures planning;
18. Risk management plans;
19. Remediation analyses; and
20. Facility and emergency response and evacuation plans, and training.

G. Health and Safety Services

1. Occupational Safety and Health Administration policies and procedures interpretation and compliance; code of safe practices development;
2. Incident investigation, planning, strategies, and training;
3. Worker and equipment safety evaluations;
4. Site inspections;
5. Alternative equipment use analysis; and
6. Inspection, documentation, and emergency response consulting.

H. Staff Support

1. Planning and strategies related to employee life cycles
 2. Provide on-site or off-site training for current and new requirements. Current needs include Electrical Safety for Utilities, High Voltage Electrical Safety, NFPA 70E Arc Flash, Antenna & Tower Climbing;
 3. Monitoring, Protection, and Communication and Control Systems Training: Specialized training for monitoring, protection, communication, instrumentation, and control systems;
 4. Equipment Safety Training: Shuttle Lift, Aerial Lift, Forklift, Fall Prevention, Skid Steer, Pre-trip with Air Break, Qualified Rigger and Hoisting Equipment, Crane Safety Training, National Commission for the Certification of Crane Operators Re-certification, Bucket Truck, Scissor Lift, Overhead Crane, Snow-cat Operations and Winter Survival Training;
 5. Regulatory Required Training for Western Electric Coordinating Council and North American Electric Reliability Council Compliance: Training to meet Federal Energy Regulatory Commission power systems reliability requirements including training development, hands-on technical training, and simulation workshops, and regulatory compliance workshops;
 6. Management/Leadership Training: Specialized training to meet departmental goals including such topics as: leadership, communication, mission and vision statement development, conflict resolution, as well as other topics to address specific organizational challenges; and
 7. Other training needs as they are identified.
- I. Non-construction safety services, including but not limited to, safety planning services, onsite safety officers, and onsite standby rescue services.
- J. Customer Services: including developing and implementing customer community, and stakeholder outreach strategies and activities, customer-satisfaction, participation and awareness surveys and market research, workshops, and administrative improvements; public education outreach and school education on water supplies.

Task 4: SOCIAL IMPACT PARTNERSHIP (SIP)

A. Terms and Conditions.

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

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

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

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

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

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

7. If the Contractor fails to perform any of its SIP Commitments, the Contractor

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

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

9. If the SFPUC modifies or amends the contract with a resulting cumulative increase of the total value of the contract being 10% or more than its original value, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

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

B. Project Team.

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

C. Social Impact Partnership Commitments.

Contractor shall provide \$60,000 in direct financial contributions, \$15,000 in volunteer hours. Contractor commits to a minimum total contribution of \$75,000 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

			(A)	(B)	(C)	(D)	(F)
Social Impact Partnership Program Area	Strategies and Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized and cannot be changed)	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
Job Exposure, Awareness, and Internships	Support San Joaquin County Office of Education/ Tuolumne County Collaborative to provide workforce development for local residents focused on disadvantaged communities	Start during Contract Year 1 and provide direct financial support during each year of the contract	\$15,000	16	\$150/hr	\$2,400	\$17,400
Education	Fund Maisin scholarship for graduating high school student	During Contract Year 2, fund one annual scholarship	\$15,000	16	\$150/hr	\$2,400	\$17,400
Environment and Community Health	Through the Mycelium Youth Network, empower young people with the skills needed to survive and thrive while facing the uncertainty of a climate challenged world. Support Habitat for Humanity of Tuolumne County to help eliminate substandard housing, support fair and just housing policies, and provide resources to help local families become self-reliant and successful homeowners	Start during Contract Year 1 and provide direct financial support during each year of the contract Start during Contract Year 1 and provide direct financial support annually plus periodic volunteer days during the contract	\$30,000	68	\$150/hr	\$10,200	\$40,200
TOTAL			\$60,000	100	-	\$15,000	\$75,000

D. Accountability and Deliverables.

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

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

1. Social Impact Partnership Plan and Timeline.

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

2. Social Impact Partnership Commitments and Reporting.

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

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

c. The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

d. The Contractor shall also submit a stand-alone annual newsletter to the

SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

E. Statements of Understanding.

Contractor acknowledges that they agree with the following statements:

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

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

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. City will not pay invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, unless the Contractor has received advance written approval from the City Attorney.

3. Department Liaison.

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Cheryl Sperry.

4. Task Orders. Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a "Notice to Proceed" will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

5. Reports. Contractor shall submit reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. Written reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its

sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

Appendix B Calculation of Charges

As part of Contractor's proposal dated February 16, 2023 Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of February 16, 2023. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$290 per hour for key/lead team members and \$250 per hour for all other positions, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- b. Proposed change of staff classification for existing personnel; and/or
- c. Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0231.C is **2.862**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

a. The following items will be eligible for reimbursement as ODCs:

i. Actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the HHWP Project or Contract Manager. The following items will be eligible for reimbursement as ODCs:

a) Meals, travel and lodging expenses for pre-approved, non-commute and/or non-routine project-related business trips. Examples of a non-commute or non-routine project-related business trips include travel to a specific site for a condition assessment, environmental investigation, or to conduct specialized training.

b) Rental vehicle, gasoline and mileage log for long term rental: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.

c) Personal vehicle use: Contractor will be paid per mile as established by the United States Internal Revenue Services. The Contractor shall submit to the City an approved mileage log with its monthly invoices.

d) Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.

e) Tolls and parking.

ii. Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);

iii. Specialty communication equipment rental. (e.g. radio system that works inside tunnels)

iv. Safety equipment

v. Task related permit fees;

vi. Expedited courier services when requested by SFPUC staff; and

vii. Special services, used solely for the benefit of the project, such as electrical testing, hazardous material testing, laboratory testing, deliveries, and coring/drilling services. All such services must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

b. Expenses not eligible for reimbursement include, but are not limited to:

- i. Routine and/or commute travel to/from SFPUC facilities;
- ii. Contractor staff relocation costs;
- iii. Any labor charges or pass-through including, but not limited to, administrative and clerical staff time;
- iv. Telephone calls and faxes originating in the firm's home office, standard computer use charges, software usage or partial charges, computer hardware or software, communication devices, and electronic equipment;
- v. Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- vi. Equipment to be used by SFPUC staff;
- vii. Ergonomic office equipment; and
- viii. Postage and courier services that are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees.

- a. Subject to the restrictions in this Section 6;
- b. Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- c. Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
AECOM/WRE JV**

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person	Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$250/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]	[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
AECOM Technical Services, Inc.	Contract Manager	Ted Feldsher	\$112.53	3.10	\$290.00	46.80%	145%
	Water Infrastructure Team Lead	Craig Smith	\$110.96		\$290.00		
	Power Infrastructure Team Lead	Dean Goward	\$106.60		\$290.00		
	Dam Condition Assessment	Amir Abdolah Zadeh	\$76.22		\$236.29		
	Public Outreach	Laura Adleman	\$64.92		\$201.24		
	Geotechnical Engineer	Ben Aldridge	\$62.25		\$192.98		
	Environmental Mitigation	Kelly Bayer	\$114.05		\$250.00		
	Emergency Planning	Jason Chen	\$96.83		\$250.00		
	Surveying/ROW	Brian Coleson	\$76.06		\$235.78		
	Health and Safety Services	Shannon Couch	\$72.13		\$223.60		
	Tunnel Engineer	Roberto de Moraes	\$88.95		\$250.00		
	Civil Engineer - Dams	Mike Forrest	\$113.21		\$250.00		
	Water Treatment Engineer	Joe Huang	\$92.49		\$250.00		
	SCADA	Matt Hyatt	\$84.25		\$250.00		
	Dam Instrumentation and Monitoring	Sheri Janowski	\$66.48		\$206.08		
	Specialized Inspection	Nicolas Jeung	\$51.58		\$159.90		
	Hydrologic and Hydraulic Modeling	Shannon Leonard	\$66.12		\$204.97		
	Natural Resource Management	Kristi Bischel Lilly	\$82.69		\$250.00		
	Asset Management	Chris Macey	\$103.51		\$250.00		
	NERC/WECC SME	Joshua Matthews	\$91.35		\$250.00		
	Watershed Management/Protection	Steve McNeeley	\$70.42		\$218.30		
	Mechanical Engineer - Gates and Valves	Paul Moulton	\$109.36		\$250.00		
	Drinking Water Regulatory Requirements	Quirien Muylwyk	\$97.88		\$250.00		
	Geotechnical Engineer	Erik Newman	\$82.60		\$250.00		
	Water Quality	Elizabeth Nielsen	\$61.99		\$192.17		
	Geotechnical Engineer	Mike Onnen	\$64.20		\$199.02		
	Power/Electrical Engineer	Saul Partida	\$40.87		\$126.70		
	Wastewater Treatment Engineer	Gabriel Perigault	\$121.32		\$250.00		
	Power/Electrical Engineer	Kalpesh Salunkhe	\$73.00		\$226.30		
	Senior Engineering Geologist	David Simpson	\$97.59		\$250.00		
	Risk Management	Gustavo Soto-Rosa	\$115.06		\$250.00		
	Electrical Engineer	David Staley	\$106.08		\$250.00		
	Environmental Compliance and Permitting	Jon Stead	\$75.24		\$233.25		
	Power/Electrical Engineer	Charles Swanson	\$67.31		\$208.66		
	Pipeline Engineer	Steve Tidwell	\$92.97		\$250.00		
	Water/Wastewater Process Engineer	Casper Van Keppel	\$88.98		\$250.00		
	Power/Electrical Engineer	Vijay Vijayakumar	\$100.00		\$250.00		
	Hydraulic Structural Engineer	Fariborz Vossoughi	\$78.43		\$243.13		
	Management Improvement Services	Mark Whiteley	\$145.22		\$250.00		
	Water Systems Engineering and Planning	Derrick Wong	\$110.22		\$250.00		
	GIS	Douglas Wright	\$60.07		\$186.21		
	Civil Engineer - Gates and Valves	Idit Zarchi	\$66.91		\$207.44		
	Hydrogeology	Jim Zhang	\$85.38		\$250.00		
Water Resources Engineering, Inc.	Operations & Maintenance Team Lead	Gustavo Arboleda	\$120.00	2.80	\$290.00	31.20%	87%
	Sr Project Manager	Stephanie Knott	\$100.00		\$250.00		
	Project Manager	Cynthia Cano	\$65.00		\$182.00		
	Project Manager	Joe Lyons	\$55.00		\$154.00		
	Project Engineer	Amir Javaheri	\$55.00		\$154.00		
	Project Engineer	Evan Jensen	\$50.40		\$141.12		
	Staff Engineer	Patrick Hassett	\$44.10		\$123.48		
	Staff Engineer	Hailey Bray	\$37.50		\$105.00		
	Staff Engineer	Eduardo Luna	\$33.00		\$92.40		
	Intern	Myla Kahn	\$28.00		\$78.40		
	Drafting/GIS	Lloyd Pound	\$55.00		\$154.00		
	Drafting/GIS	Marina Dee	\$55.00		\$154.00		
Archer Energy Solutions, LLC	Contract Manager	Gloria Fleitas	\$60.00	3.20	\$168.00	0.50%	2%
	Project Manager	Catrina Martin	\$67.18		\$214.98		
	Senior Engineer Consultant	Brian Haney	\$162.00		\$250.00		
	CIP Key Team Member	Jason Smith	\$130.00		\$250.00		
	Senior Security Consultant	Brian Register	\$120.00		\$250.00		
	Compliance Engineer	Thierry Ngassa	\$135.00		\$250.00		
	Compliance Support	Brian Pauling	\$175.00		\$250.00		
	Operations and Transmission Planning Elect	Lesley Kayser-Sprouse	\$86.54		\$250.00		
	Physical/Cybersecurity Associate	Orion Lauer	\$46.00		\$147.20		
	Senior Engineer and Operations Compliance	Scott Downey	\$200.00		\$250.00		
Bay Area Coating Consultants, Inc.	Compliance Support	Joe Polen	\$170.00	1.96	\$250.00	1.00%	2%
	Principal/Senior Consultant	Ed Darrimon	\$85.00		\$166.60		
	Senior Inspector	Armando Austria	\$76.06		\$149.08		
	Senior Inspector	Austin Darrimon	\$76.08		\$149.12		

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
AECOM/WRE JV**

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person	Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$250/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]	[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Chaves & Associates	Owner	Arlene Chaves	\$75.00	2.58	\$193.50	2.00%	5%
			\$0.00		\$0.00		
Data Sciences Group	Owner	Steve Nornhold	\$110.00	2.80	\$250.00	0.50%	1%
					\$0.00		
Divis Consulting, Inc.	Christian Divis	Principal Engineer	\$93.19	3.05	\$250.00	1.00%	3%
	Deron van Hoff	Senior Associate Engineer	\$80.48		\$245.46		
	Marcos Pinheiro	Senior Associate Engineer	\$80.48		\$245.46		
	Patrick Drumm	Associate Geologist	\$72.01		\$219.63		
	Adrian McEvilly	Project Geologist	\$63.54		\$193.80		
Effective Management Services	Field Contract Administrator	Stephen Higgins	\$75.00	2.50	\$187.50	4.50%	11%
	Construction Safety Manager	Richard Cavil	\$100.00		\$250.00		
	Construction Safety Manager	Eugene Samas	\$100.00		\$250.00		
	Construction Safety Manager	Michael Shanahan	\$86.00		\$215.00		
FireTrain LLC	Co-Owner	Craig Konklin	\$85.00	2.90	\$246.50	0.50%	1%
	Co-Owner	Cam Todd	\$85.00		\$246.50		
Galen-CM, Inc.	Civil Engineer	Jeff Wasserloos	\$125.00	2.00	\$250.00	4.50%	9%
	WECC / NERC Coordinator	Lenise Kimes	\$70.00		\$140.00		
	Stakeholder Liaison	Monica Steele	\$60.00		\$120.00		
	Asset Manager & Maximo Professional	Scott Riley	\$120.00		\$240.00		
	Records Management Professional	Victoria Howell	\$60.00		\$120.00		
	Maximo Professional	Bruce Summers	\$120.00		\$240.00		
	Electrical Engineer	Spencer Tacke	\$100.00		\$200.00		
	Principal Engineer	Ken Leung	\$220.00		\$220.00		
M Lee Corporation	Chief Estimator	Martin Lee	\$96.50	2.72	\$250.00	4.00%	11%
	Senior Estimator	Franklin Lee	\$80.00		\$217.60		
	Senior Estimator	Asia Kan	\$86.50		\$235.28		
	Senior MEP Estimator	Andy Taylor	\$80.00		\$217.60		
Pathways Institute LLC	Climate Science Expert	Kris May	\$96.00	2.56	\$245.76	1.00%	3%
	Flood Resilience expert	Michael Mak	\$75.00		\$192.00		
SOHA Engineers	Principal-in-Charge	Farshad Khodayari	\$96.15	2.82	\$250.00	1.00%	3%
	Lead SE, Project Manager	Larry Chambers	\$86.53		\$244.01		
	Sr. Project Engineer	Masami Jin	\$60.10		\$169.48		
	Sr. Project Engineer	Sean Irwin	\$57.69		\$162.69		
	Sr. CAD/Revit	Frank Espino	\$57.69		\$162.69		
Trussel Technologies, Inc.	Technical Lead - Corrosion and Water Quality	Dave Hokanson	\$101.62	3.35	\$250.00	0.50%	2%
			\$0.00		\$0.00		
Effective Project Overhead & Profit Rate (EOPR):						2.862	
Maximum Allowable Effective Project Multiplier = 3.20							

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

LEE Incorporated

**PRO.0231.D
Specialized and Technical As-Needed Services**

This Agreement is made this 31th day of July, 2023, in the City and County of San Francisco (“City”), State of California, by and between LEE Incorporated, 28 Geary Street, Suite 525, San Francisco, California 94108 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure operations and maintenance support, including asset management services, and engineering services that are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise, spanning from Tuolumne County to the San Francisco Bay Area from Contractor; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, Contractor was competitively selected pursuant to Sourcing Event ID PUC.PRO.0231; and

WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on March 6, 2023 from the Civil Service Commission under PSC number 41213-22/23 in the amount of \$30,000,000 for the period of five years and 26 weeks; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by Resolution No. 23-0114 on June 13, 2023.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the SFPUC.

1.3 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 “CMD” means the Contract Monitoring Division of the City.

1.5 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 “Contractor” or “Consultant” means LEE Incorporated, 28 Geary Street, Suite 525, San Francisco, California 94108.

1.7 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.9 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.11 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and

furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and expire five (5) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to renew the Agreement for a period of four (4) additional years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seven Million, Five Hundred Thousand Dollars (\$7,500,000). The breakdown

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

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves the Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 LBE Payment and Utilization Tracking System. If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the SFPUC's Online Invoice System (SOLIS), unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.6 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.7 **Reserved (Grant Funded Contracts)**

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms)**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (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.

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and

21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable

subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 Personnel.

4.2.1 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular

business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at

the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$5,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved (Technology Errors and Omissions Liability Coverage)

(f) Reserved (Cyber and Privacy Coverage)

(g) Reserved (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements.

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved (Pollution Auto Liability Insurance Additional Insured Endorsement).

5.1.3 Waiver of Subrogation Endorsements.

(a) The Workers' Compensation policy(ies) 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.

5.1.4 Primary Insurance Endorsements.

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.5 Other Insurance Requirements.

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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.

(e) Before commencing any Services, 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. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; (v) breach of contract; or (vi) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (vi) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for

possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience.

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall

submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	--	--

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
9.1	Ownership of Results	--	--

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by

Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The

ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 21% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved (Slavery Era Disclosure)

10.13 Reserved (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved (Public Access to Nonprofit Records and Meetings)

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved (Distribution of Beverages and Water)

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Reserved (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Cheryl Sperry
Business Services Manager, Hetch Hetchy Water
San Francisco Public Utilities Commission
csperry@sfwater.org

To Contractor: Ellen Lee
Principal
Lee Incorporated
28 Geary Street, Suite 525
San Francisco, California 94108
el@leei.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 16, 2023. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or

conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved (Payment Card Industry ("PCI") Requirements)

13.3 Reserved (Business Associate Agreement)

13.4 Management of City Data and Confidential Information.

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

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

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

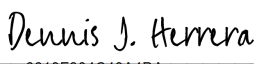
Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

DocuSigned by:

6619F304C40A4DA...

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

CONTRACTOR

LEE Incorporated

DocuSigned by:


AC4AB9E793D745B...

Ellen Lee
Principal

City Supplier Number: 0000003213

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:

808936117B564DF...

Tyson Arbuthnot
Deputy City Attorney

Approved:

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

By: _____

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services under the following tasks:

- a. Water supply, storage, and transport services and water quality services;
- b. Power services; and
- c. Operation and maintenance services.

Specific tasks will be assigned as needed within the above criteria including engineering services but are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise. The HHWP Contract Manager may request on-site support for any task under this contract. Specific tasks will be assigned as needed within the above criteria identified in Section 3.1, Description of Services. The Work identified in Tasks 1 through 3 below, describes potential types of work that could fall under the broad scope of services provided under PRO.0231.

TASK 1: WATER SUPPLY, STORAGE, AND TRANSPORT SERVICES AND WATER QUALITY SERVICES

A. Water Supply, Storage, Delivery, and Transport Services

1. Hydrologic and hydraulic modeling;
2. Power scheduling hourly optimization tools;
3. Integrating spatial snow products into hydrologic modeling;
4. Probable maximum flood studies and/or dam break analysis;
5. Dam and appurtenance assessment including concrete gravity dams and earthen fill dams;
6. Valve condition assessment;
7. Dam instrumentation and monitoring programs;
8. Inundation mapping;
9. Emergency planning;
10. Structural and geotechnical assessments;
11. Climatologic analyses;
12. Water source and supply alternative analyses;

13. Perform site-specific water use and conservation potential analysis;
14. Hydrogeology;
15. Climate change analyses;
16. Water delivery, pipeline and tunnel inspections, planning, technical memos and reports;
17. Corrosion control services;
18. Supply and flow metering;
19. Supply loss analyses;
20. Emergency operation planning;
21. Water system maintenance planning;
22. Operations and performance analyses; and

B. Water Quality Services

1. Water quality planning;
2. Water quality data management;
3. Process engineering and sanitary surveys;
4. Contaminant warning system implementation;
5. Drinking water regulatory requirements and compliance;
6. Standard Operating Procedure development; and
7. Other unspecified water quality support
8. Source Water Protection
 - a. Watershed management; and
 - b. Limnology and reservoir management including algaecide application
9. Distribution
 - a. Cross-connection studies;
 - b. Premise plumbing and consumer complaint investigation;

- c. Bacteriological re-growth control; and
- d. Disinfection byproducts control.

10. Monitoring

- a. Water sampling strategies and plan review;
- b. Sample collection;
- c. Laboratory support and trouble-shooting;
- d. Water quality methods development;
- e. Waterborne disease monitoring; and
- f. Quality assurance and control

11. Receiving Waters

- a. National Pollutant Discharge Elimination System (NPDES) discharge permit environmental compliance; and
- b. Toxicity testing; and pretreatment strategies

C. Water Treatment and Waste Water Treatment Services

- 1. Water and waste water treatment plant operations improvements;
- 2. Optimization analyses and training;
- 3. Treatment strategy options analyses;
- 4. Collection systems evaluations;
- 5. Improvement, maintenance, and process optimization studies;
- 6. Automation and efficiency surveys;
- 7. Assessment and troubleshooting of instrumentation and control settings;
- 8. pH adjustment processes;
- 9. Coagulation and filtration processes;
- 10. Operation, optimization, and management of disinfection processes including ozone, chlorine, chloramines, chlorine dioxide and UV;
- 11. Analyses related to disinfection by-products;

12. Chemical delivery, feed, and transportation methods analyses;
13. Chemical supply availability analyses; chemical mixing and fluid mechanics;
14. Hydraulic modeling;
15. Quality assurance and quality control strategies;
16. Regulatory requirements and compliance;

D. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 2: POWER SERVICES

A. Powerhouse Power System Equipment: Support for programming, testing, maintaining all powerhouse power system equipment, including but not limited to all excitation equipment, governor equipment, motor control centers, main control boards, circuit breaker panels, and switchgear. Services will include engineering planning services (limited to investigations, studies, condition assessment, and needs assessment). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

B. Controls/Communications

1. These devices include but are not limited to the following:
 - a. Generator Owner/Operator and Transmission Owner/Operator regulatory testing; managed and unmanaged network switches, routers, programmable logic controllers, Remote Terminal Units, secure computer access at remote sites;
 - b. Supervisory Control and Data Acquisition (SCADA) equipment, including servers, Power over Ethernet devices, 5.8GHz, 6GHz, and 11GHz microwave radios, dishes, waveguide, battery systems, and Network Monitoring Systems.

2. Services will include engineering planning services (limited to investigations, studies, condition assessments, and needs assessment). These services will include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

C. Transmission and Distribution System Equipment

Support for programming, testing, maintaining all transmission system equipment (switchyards, substations, transmission conductor/towers, etc.). Services will include engineering planning services (investigations, studies, alternatives analyses, conceptual

engineering). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

D. Engineering maintenance support of power assets including protection and communication assets.

E. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 3: OPERATIONS AND MAINTENANCE SERVICES

A. Management Improvement Services

1. Knowledge management;
2. Succession planning;
3. Staff development and training, documentation and analyses of procedures, interactions, and efficiencies;
4. Performance measures development;
5. Productivity improvement analysis;
6. Increased use of technology to improve reliability and efficiency;
7. Developing operations and maintenance costs of facilities;
8. Benchmarking;
9. Strategic business planning;
10. Operations planning;
11. Sustainability planning and analyses;
12. Risk management and assessment;
13. Financial condition assessment;
14. Records, data, and document management;
15. Regulatory compliance tracking and support;
16. Database development;
17. Presentation organization and delivery;

18. Improving communications and working relationships with regulators, community members, customers, and other stakeholders;
19. Addressing public access to data and databases, summary reports, technical memorandum, and publications;
20. Customer and stakeholder education and outreach;
21. Development and support for workforce and candidate development and outreach programs to ensure availability of qualified candidates; and
22. Development and support for programs to improve the corporate culture in ways that will support long-term performance and productivity.

B. Asset Management Services

1. Business planning: to include Business Process, Standard Operating Procedures Development and Asset Management Policy Development, Strategic Asset Management Planning (SAMP) development. Development of Asset Type or Category specific plans;
2. Technical services, strategies related to operations and corresponding computerized maintenance management system support; to include the addition, removal and re-casting of current asset registries and data, interface with support Asset Management Services/Engineering/Surveying software (Building Information Modeling software, Geographic Information System software, Mobile platforms etc.);
3. Technical services, planning, and strategies related to maintenance, repair, replacement, construction, and improvement of major assets of water and hydroelectric systems {i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, control rooms, corporation yards, dams, reservoirs, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences);
4. Fleet and equipment management, including integration with Global Positioning Systems, refueling systems, that improves maintenance decisions and strategies;
5. Cost estimating, condition assessment, and financial and capital planning as well as other support tools that may include hazard studies, failure modes, effects, and analysis;
6. Value assessment and analyses;
7. Useful life and life cycle analyses and assessment that can be used to assist in fiscal / investment strategies;
8. Inventory analyses;
9. Vulnerability analyses and risk mitigation strategy development;

10. Facility optimization and documentation; and asset performance monitoring;
11. Preventive and routine operations and maintenance planning; condition assessment, performance monitoring and assessment.
12. Automation and efficiency systems and analysis;
13. Assessment and troubleshooting of Supervisory Control and Data Acquisition and communication assets, including recommendations to address obsolete technology;
14. Architect and advance new and existing Geographic Information Systems databases to improve data management and knowledge transfer by both office and field operations staff;
15. Support facility condition assessments and assist with project prioritization for development of the Water Enterprises' 10-year Capital Improvement Project funding request.

C. Specialized Technical Operation/Maintenance Services

1. Inspection of water storage facilities (concrete, earth and rock-filled);
2. Metallurgical and welding technology and inspection;
3. Improvements to meet power regulatory physical or cyber requirements;
4. Instrumentation and process control;
5. Process analysis;
6. Material testing;
7. Acoustical and vibration analysis;
8. Pipeline inspection & monitoring services;
9. Pipeline structural analysis; and
10. Bridge and road safety inspection.

D. Land Management Services

1. Right of Way (ROW) management and maintenance planning;
2. Encroachments removal analyses;
3. Surveying;
4. Support for development and review of Wildfire Management Plan;

5. Quarry and mining management and expertise;
6. Vegetation and tree management strategies;
7. Mowing and clearing strategies;
8. Land acquisition analysis;
9. ROW access strategies;
10. Parcel management;
11. Improved record-keeping on encroachments and correspondence relative to ROW use;
12. Debris removal management;
13. Weed abatement management; and
14. Management of fence, road, and paving maintenance, repair, and replacement.

E. Security, Asset Control, and Emergency Response Services

1. Development and update of security and emergency operations plans;
2. Strategies and analyses of securement/hardening of facilities and sites (e.g., fencing, cover, concealment);
3. Intrusion detection and access control of facilities;
4. Monitoring locations via Supervisory Control and Data Acquisition;
5. Crisis management;
6. Training, drills, and exercises development and implementation;
7. Identification of materials, equipment, and facility upgrades needed to improve emergency response capabilities; and

F. Testing of existing communication (microwave and fiber) equipment. Environmental and Regulatory Compliance Services for Operations, Hazardous Materials and Waste Service

1. Compliance analyses and audits;
2. Hazardous materials and waste management and planning;
3. Soils and groundwater sampling and testing;

4. Site assessments;
5. Contamination surveys;
6. Abatement strategies;
7. Risk assessments;
8. Regulatory requirements and strategy for operations;
9. Regulatory agency liaison;
10. Remediation and monitoring;
11. Permitting and permit compliance for operations;
12. Industrial hygiene oversight;
13. Anticipated operational regulatory controls;
14. Underground and above-ground tank requirements;
15. Hazardous materials planning, storage, transportation, use, removal, manifests, and disposal analyses and strategies;
16. Spill response management;
17. Spill prevention and countermeasures planning;
18. Risk management plans;
19. Remediation analyses; and
20. Facility and emergency response and evacuation plans, and training.

G. Health and Safety Services

1. Occupational Safety and Health Administration policies and procedures interpretation and compliance; code of safe practices development;
2. Incident investigation, planning, strategies, and training;
3. Worker and equipment safety evaluations;
4. Site inspections;
5. Alternative equipment use analysis; and
6. Inspection, documentation, and emergency response consulting.

H. Staff Support

1. Planning and strategies related to employee life cycles
 2. Provide on-site or off-site training for current and new requirements. Current needs include Electrical Safety for Utilities, High Voltage Electrical Safety, NFPA 70E Arc Flash, Antenna & Tower Climbing;
 3. Monitoring, Protection, and Communication and Control Systems Training: Specialized training for monitoring, protection, communication, instrumentation, and control systems;
 4. Equipment Safety Training: Shuttle Lift, Aerial Lift, Forklift, Fall Prevention, Skid Steer, Pre-trip with Air Break, Qualified Rigger and Hoisting Equipment, Crane Safety Training, National Commission for the Certification of Crane Operators Re-certification, Bucket Truck, Scissor Lift, Overhead Crane, Snow-cat Operations and Winter Survival Training;
 5. Regulatory Required Training for Western Electric Coordinating Council and North American Electric Reliability Council Compliance: Training to meet Federal Energy Regulatory Commission power systems reliability requirements including training development, hands-on technical training, and simulation workshops, and regulatory compliance workshops;
 6. Management/Leadership Training: Specialized training to meet departmental goals including such topics as: leadership, communication, mission and vision statement development, conflict resolution, as well as other topics to address specific organizational challenges; and
 7. Other training needs as they are identified.
- I. Non-construction safety services, including but not limited to, safety planning services, onsite safety officers, and onsite standby rescue services.

J. Customer Services: including developing and implementing customer community, and stakeholder outreach strategies and activities, customer-satisfaction, participation and awareness surveys and market research, workshops, and administrative improvements; public education outreach and school education on water supplies.

Task 4: SOCIAL IMPACT PARTNERSHIP (SIP)

A. Terms and Conditions.

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

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

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

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

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

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

7. If the Contractor fails to perform any of its SIP Commitments, the Contractor

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

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

9. If the SFPUC modifies or amends the contract with a resulting cumulative increase of the total value of the contract being 10% or more than its original value, Contractor shall propose an increase to its Social Impact Commitment. Such increase shall be (a) proportional to the increase in contract value under the amendment(s) or modification(s) and (b) consistent with Administrative Code section 21F.4, and not increase the costs for delivery of the Social Impact Commitments to the SFPUC.

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

B. Project Team.

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

C. Social Impact Partnership Commitments.

Contractor shall provide \$33,200 in direct financial contributions, \$4,800 in volunteer hours. Contractor commits to a minimum total contribution of \$38,000 over the term of this Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

			(A)	(B)	(C)	(D)	(F)
Social Impact Partnership Program Area	Strategies and Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized and cannot be changed)	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
Job Exposure, Awareness, and Internships	San Joaquin County Office of Education: Workforce Training Programs -Train Local, Qualified Workforce	One-time donation for Training Cohort Year 3 of contract	\$15,000	0	\$150/hr	-	\$15,000
Education	Columbia Community College Foundation: STEM College Scholarships -Lessen financial barrier to post-Secondary STEM Education - Educate Local, Future Skilled Workforce Tuolumne County Superintendent of Schools: Professional Development for Teachers in Math -Educate Students/Teachers in STEM field -Inspire future environmental stewards -Inspire Local, Future Skilled Workforce	One (1) \$2,000 scholarship annually Years 1-5 of contract One-time donation 32 volunteer hours Year 2 of contract	\$18,200	32	\$150/hr	\$4,800	\$23,000
TOTAL			\$33,200	32	-	\$4,800	\$38,000

D. Accountability and Deliverables.

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

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

1. Social Impact Partnership Plan and Timeline.

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

2. Social Impact Partnership Commitments and Reporting.

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

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

c. The Contractor shall submit the reports noted above and any other documentation requested by the SIP Program staff so the SIP Program staff can report on the Contractor's progress to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SIP Program team, the SFPUC Commission, and all interested stakeholders to evaluate and measure the efficacy of the Contractor's SIP Commitments. The Contractor shall upon request publicly report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the Contractor's SIP Commitments.

d. The Contractor shall also submit a stand-alone annual newsletter to the

SFPUC Social Impact Partnership Program Team documenting the highlights of the SIP Commitments and outcomes for the year.

E. Statements of Understanding.

Contractor acknowledges that they agree with the following statements:

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

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

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. City will not pay invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, unless the Contractor has received advance written approval from the City Attorney.

3. Department Liaison.

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Cheryl Sperry.

4. Task Orders. Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a "Notice to Proceed" will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

5. Reports. Contractor shall submit reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. Written reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of

continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

Appendix B Calculation of Charges

As part of Contractor's proposal dated February 16, 2023 Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of February 16, 2023. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$290 per hour for key/lead team members and \$250 per hour for all other positions, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

- a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- b. Proposed change of staff classification for existing personnel; and/or
- c. Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0231.D is **2.86**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

a. The following items will be eligible for reimbursement as ODCs:

i. Actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the HHWP Project or Contract Manager. The following items will be eligible for reimbursement as ODCs:

a) Meals, travel and lodging expenses for pre-approved, non-commute and/or non-routine project-related business trips. Examples of a non-commute or non-routine project-related business trips include travel to a specific site for a condition assessment, environmental investigation, or to conduct specialized training.

b) Rental vehicle, gasoline and mileage log for long term rental: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.

c) Personal vehicle use: Contractor will be paid per mile as established by the United States Internal Revenue Services. The Contractor shall submit to the City an approved mileage log with its monthly invoices.

d) Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.

e) Tolls and parking.

ii. Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);

iii. Specialty communication equipment rental. (e.g. radio system that works inside tunnels)

iv. Safety equipment

v. Task related permit fees;

vi. Expedited courier services when requested by SFPUC staff; and

vii. Special services, used solely for the benefit of the project, such as electrical testing, hazardous material testing, laboratory testing, deliveries, and coring/drilling services. All such services must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

b. Expenses not eligible for reimbursement include, but are not limited to:

- i. Routine and/or commute travel to/from SFPUC facilities;
- ii. Contractor staff relocation costs;
- iii. Any labor charges or pass-through including, but not limited to, administrative and clerical staff time;
- iv. Telephone calls and faxes originating in the firm's home office, standard computer use charges, software usage or partial charges, computer hardware or software, communication devices, and electronic equipment;
- v. Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- vi. Equipment to be used by SFPUC staff;
- vii. Ergonomic office equipment; and
- viii. Postage and courier services that are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees:

- a. Subject to the restrictions in this Section 6;
- b. Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- c. Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Appendix B-1
Fee Schedule

Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
LEE Incorporated

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
LEE Incorporated	Principal	Ellen	Lee	\$ 85.00	2.90	\$246.50	36%	1.04
	Civil Engineer - Water, Wastewater, Pipeline	Pipat	Temiyasathit	\$ 80.00		\$232.00		
	Surveyor	Alex	White	\$ 75.00		\$217.50		
	Chainman Surveyor	Daniel Allen	Blunt	\$ 65.00		\$188.50		
	Surveyor, CADD Operator	Steve	Cobbledick	\$ 70.00		\$203.00		
	Environmental Regulatory Compliance	Paul	Studemeister	\$ 75.00		\$217.50		
	Hazardous Materials and Waste	Robin	Spencer	\$ 70.00		\$203.00		
	CIH, Health and Safety	Alfred	Clancy	\$ 85.00		\$246.50		
	CIH, Health and Safety	Michael	Connor	\$ 85.00		\$246.50		
	Civil Engineer - Road, Bridge	Ephrem	Shifa	\$ 75.00		\$217.50		
	Geotechnical Engineer	Eddy	Lau	\$ 80.00		\$232.00		
	Civil/Structural Engineer	Long	Tzeng	\$ 75.00		\$217.50		
	Health and Safety	Brian	Belitz	\$ 80.00		\$232.00		
	Civil Engineer, O&M, Facilities	Jung	Kwon	\$ 85.00		\$246.50		
	ROW Permit Liaison	Mia	Ottieri	\$ 60.00		\$174.00		
	Mechanical Engineer - HHWP Facilities	Steven	Lawrence	\$ 60.00		\$174.00		
	Electrical Engineer	Farman	Robinson	\$ 70.00		\$203.00		
	Civil Engineer, Construction Management	Umar	Waraich	\$ 65.00		\$188.50		
	Contract Administrator	Sophie	Chiu	\$ 55.00		\$159.50		
	Contract Controls	Mei-Lin	Hsueh	\$ 60.00		\$174.00		
	Contract Controls	Lin	Kirkpatrick	\$ 45.00		\$130.50		
AEW Engineering, Inc.	Principal/Owner	Kenneth	Leung	\$ 100.00	2.75	\$250.00	2%	0.06
	Senior Geologist	Randall	Young	\$ 59.77		\$164.37		
	Senior Scientist	James	Medley	\$ 59.48		\$163.57		
	Environmental Scientist/Inspector	Steven	Aiosa	\$ 52.03		\$143.08		
	Professional Geologist (PG)	Ryder	Musselman	\$ 58.75		\$161.56		
	Environmental Scientist	Natalie	Balgie	\$ 34.32		\$94.38		
	Project Assistant	Alexis	Iwan	\$ 40.10		\$110.28		
	Project Assistant	Garrick	Wong	\$ 25.00		\$68.75		
AMC Consulting Engineers, Inc.	Principal	Ming-Chen(M.C.)	Yu	\$ 100.00	2.50	\$250.00	2%	0.05
	Project Manager	Chiachi	Chen	\$ 100.00		\$250.00		
	Construction Manager	Anthony	Tierra	\$ 82.00		\$205.00		
	Senior Engineer II	Wye-Ming	Choo	\$ 79.04		\$197.60		
	Senior Engineer I	Jin-Chine	Hsu	\$ 57.24		\$143.10		
	CAD Operator	Romulo	Ferro	\$ 42.58		\$106.45		
Applied Technology & Science, A-T-S	Manager of Cultural	James	Walker	\$ 70.00	2.60	\$182.00	4%	0.10
	Archeologist	Jenna	Tanner	\$ 45.00		\$117.00		
Archer Energy Solutions, LLC	Project Manager	Catrina	Martin	\$ 67.18	3.20	\$214.98	1%	0.03
	Senior Engineer Consultant	Brian	Haney	\$ 162.00		\$250.00		
	CIP Key Team Member	Jason	Smith	\$ 130.00		\$250.00		
	Senior Security Consultant	Brian	Register	\$ 120.00		\$250.00		
	Compliance Engineer	Thierry	Nygassa	\$ 135.00		\$250.00		
	Compliance Support	Brian	Pauling	\$ 175.00		\$250.00		
	Operations and Transmission Planning Elect	Lesley	Kayser-Sprouse	\$ 86.54		\$250.00		
	Physical/Cybersecurity Associate	Orion	Lauer	\$ 46.00		\$147.20		
	Senior Engineer and Operations	Scott	Downey	\$ 200.00		\$250.00		
	Compliance Support	Joe	Polen	\$ 170.00		\$250.00		
	BioMaAS, Inc.	ECM/E.I. - Senior Permitted Biologist	Bill	Stagnaro		\$ 65.00		
ECM- Senior Permitted Biologist		Cullen	Wilkerson	\$ 65.00	\$162.50			
Permitting Specialist		John	Cleckler	\$ 80.00	\$200.00			
Senior Biologist/Wetland Specialist		Ivan	Parr	\$ 46.00	\$115.00			
Associate Biologist		Aaron	Sunshine	\$ 40.00	\$100.00			
Environmental Inspector		Tony	Jones	\$ 60.00	\$150.00			
Associate Biologist		Lora	Roame	\$ 42.00	\$105.00			
Associate Biologist		Brandon	Vidrio	\$ 42.00	\$105.00			
Senior Ecologist/Permitting Specialist		Chris	Rogers	\$ 95.00	\$237.50			
Associate Biologist		Adam	McAndrews	\$ 46.00	\$115.00			
Associate Biologist		Josh	Bassel	\$ 47.00	\$117.50			
Black & Veatch	Principal-in-Charge	Carlos	Araoz	\$ 161.66		\$250.00		
	Engineer - Spillways, Dams	Jason	Beard	\$ 74.46		\$238.26		
	Technical Lead - Valves, Mechanical Systems Specialist, Power House	Alex	Bjelica	\$ 87.71		\$250.00		
	GIS Architect - Water/HydroPower Assets	Steve	Brockhoff	\$ 55.32		\$177.04		
	Engineer - Flow Control Systems Specialist, O&M, Heavy Civil	Tim	Buller	\$ 96.83		\$250.00		
	Engineer - Power, Electrical	Jessica	Burlingame	\$ 50.19		\$160.61		
	Engineer - Fiber Optic Design Specialist	Paul	Caccavo	\$ 60.97		\$195.12		

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
LEE Incorporated**

OVERHEAD AND PROFIT SCHEDULE

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
Black & Veatch	Lead - Graphic Information Systems (GIS)	Diana	Cregar	\$ 54.86	3.20	\$175.56	9%	0.29
	Engineer - Asset Management	Nicole	Francis	\$ 46.58		\$149.05		
	Lead - Asset Management	Lani	Good	\$ 101.16		\$250.00		
	Engineer - Balance of Plant/Mechanical	Randy	Gustason	\$ 60.66		\$194.11		
	Engineer - Geotechnical, Dams	Darrin	Harris	\$ 59.98		\$191.92		
	Information Solutions - Applications	Shelley	Hill	\$ 70.59		\$225.89		
	Engineer - Electronic Security Design Specialist, NERC CIP	William	Howen	\$ 65.50		\$209.60		
	Business Intelligence Engineer - PowerBI/PowerApps	Connie	Hu	\$ 62.10		\$198.71		
	Technical Lead - Water Services, Dams	Scott	Huntsman	\$ 119.87		\$250.00		
	Technical Lead - Hydraulics Dam Break/PMF Studies/Inundation Maps	Kristina	Lecina	\$ 78.94		\$250.00		
	Engineer - Balance of Plant/Mechanical	Jared	McVey	\$ 58.34		\$186.68		
	Engineer - Dam Break/PMF Studies/Inundation Maps	Frank	Means	\$ 71.27		\$228.08		
	O&M - Monitoring & Diagnostics	Mike	Merwald	\$ 65.43		\$209.36		
	Engineer - Sr Power Services, Condition Assessment, Electrical	Martin	Noll	\$ 88.23		\$250.00		
	Lead - Financial & CIP Optimization	Mathew	Powis	\$ 76.51		\$244.84		
	Key/Team Lead - Power Services Team Lead	John	Pudota	\$ 84.81		\$271.39		
	O&M - SOPs & Emergency Operations Plans	Lori	Reed	\$ 51.31		\$164.20		
	Engineer - Asset Management	Rebecca	Reilly-Lott	\$ 43.11		\$137.96		
	Engineer - Asset Management	Paul	Rhine	\$ 54.22		\$173.51		
	Engineer - Condition Assessment	Daniel	Rodriguez	\$ 61.75		\$197.60		
	Information Solutions - GIS & Applications	Cullen	Roe	\$ 55.99		\$179.16		
	Project Controls	Lisa	Ryan	\$ 65.00		\$207.98		
	GIS Architect - AI/Drones/Advanced Applications	Crystal	Schiffbauer-Bowles	\$ 53.18		\$170.18		
	Engineer - Sr Civil, Task/Project Management, Hydraulic Structures, Gates	Heather	Sheridan	\$ 81.30		\$250.00		
	Engineer - Power, Electrical	Nate	Smith	\$ 72.18		\$230.97		
	Engineer - Structural	Guna	Subramanian	\$ 74.29		\$237.72		
	Engineer - Risk Assessments	Berk	Uslu	\$ 68.15		\$218.06		
	Engineer - Electronic Security Design Specialist, NERC CIP	Nathanael	Wheatley	\$ 56.95		\$182.25		
	Lead - Asset Management	William	Williams	\$ 144.12		\$250.00		
	Engineer - Power-Generator, BOP-Mechanical	Andrew	Wodoslowsky	\$ 66.10		\$211.51		
	Key/Team Lead - O&M Services Team Lead	David	Woodward	\$ 98.65		\$250.00		
Chaves & Associates	Document Control	Arlene	Chaves	\$ 75.00	2.79	\$209.25	1%	0.03
	Document Control	Kristen	Jones	\$ 60.00		\$167.40		
	Document Control	Woon	Lee	\$ 60.00		\$167.40		
	Document Control	Elizabeth	Hales	\$ 50.00		\$139.50		
	Document Control	Christina	McKenzie	\$ 45.00		\$125.55		
	Document Control	Teresa	Cavazos	\$ 45.00		\$125.55		
EPC Consultants, Inc.	Information System Analyst	Jason	Beard	\$ 39.34	2.31	\$90.88	1%	0.02
	Construction Manager	Michael	Cole	\$ 150.00		\$250.00		
	Safety Oversight	Linda	Erker	\$ 80.00		\$184.80		
	Tunnel/Shaft Construction	James	Greeley	\$ 65.00		\$150.15		
	Safety Manager	Robert E.	Hodsdon	\$ 85.00		\$196.35		
	Safety Manager	Jeffrey	Kraus	\$ 96.93		\$223.91		
	Document Management	Doug	Linares	\$ 49.82		\$115.08		
	Senior Inspector	Michael	McDaniel	\$ 62.21		\$143.71		
	Utility Management	Michele	Pla	\$ 127.20		\$250.00		
	Chief Inspector	Kenneth	Rossi	\$ 125.00		\$250.00		
	Strategic Asset Management Planning Development	Jayne	Strommer	\$ 82.65		\$190.92		
	Strategic Business Planning	Anthony	Vara	\$ 43.98		\$101.59		
Galen CM INC	Civil Engineer	Jeff	Wasserloos	\$ 125.00	2.00	\$250.00	1%	0.02
	WECC / NERC Coordinator	Lenise	Kimes	\$ 70.00		\$140.00		
	Stakeholder Liaison	Monica	Steele	\$ 60.00		\$120.00		
	Asset Manager & Maximo Specialist	Scott	Riley	\$ 120.00		\$240.00		
	Records Management Specialist	Victoria	Howell	\$ 60.00		\$120.00		
	Maximo Integration Specialist	Bruce	Summers	\$ 120.00		\$240.00		
GEI Consultants, Inc.	Project Manager	Dan	Wade	\$ 122.36		\$250.00		
	Lead Civil Engineer	Len	Sansone	\$ 95.20		\$250.00		
	Lead Water Quality Specialist	Stephanie	Hearn	\$ 90.12		\$250.00		
	Lead Water Resources Engineer	Michael	Cornelius	\$ 108.20		\$250.00		
	Civil Dam Engineer	David	Gutierrez	\$ 110.84		\$250.00		
	Civil Design Engineer/Lead QA/QC	Alberto	Pujol	\$ 119.56		\$250.00		
	Civil Engineer	Satya	Gala	\$ 100.04		\$250.00		

**Appendix B-1
Fee Schedule**

**Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
LEE Incorporated**

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
GEI Consultants, Inc.	Civil Engineer	Ronald C	Berry	\$ 89.48	3.20	\$250.00	5%	0.16
	Civil Engineer	Elliott	Ticen	\$ 63.64		\$203.65		
	Civil Engineer	Isabelle	Rawlings	\$ 63.48		\$203.14		
	Civil Engineer	Stephen	Oldemeyer	\$ 72.52		\$232.06		
	Civil Engineer	Frank	Olson	\$ 31.20		\$99.84		
	Structural Engineer	Krisna	Amirineni	\$ 77.48		\$247.94		
	Geotechnical Engineer	Mark	Freitas	\$ 107.20		\$250.00		
	Geotechnical Engineer	Iqbal	Ahmed	\$ 98.52		\$250.00		
	Geotechnical Engineer	Annmarie	Behan	\$ 77.48		\$247.94		
	Geotechnical Engineer	Chris	Krage	\$ 65.04		\$208.13		
	Geotechnical Engineer	Eduardo	Cerna Alvarez	\$ 62.64		\$200.45		
	Geotechnical Engineer	Nichole	Tollefson	\$ 63.96		\$204.67		
	Geotechnical Engineer	Nicole	Cholewinski	\$ 43.92		\$140.54		
	Engineering Geologist	Todd	Crampton	\$ 90.04		\$250.00		
	Geological Engineer	Chris	Slack	\$ 75.44		\$241.41		
	Geological Engineer	Enrico	Rufini	\$ 78.60		\$250.00		
	Hydraulics Engineer	Mark	Fortner	\$ 97.04		\$250.00		
	Hydraulics Engineer	Chris	Ferrari	\$ 87.44		\$250.00		
	Hydraulics Engineer	Chris	Kissick	\$ 67.16		\$214.91		
	Hydraulics Engineer	Jennifer	Buchanan	\$ 51.24		\$163.97		
	Hydraulics Engineer	Yi	Shen	\$ 55.48		\$177.54		
	Hydraulics Engineer	Fridah	Mutunga	\$ 37.48		\$119.94		
	PFMA/Risk Assessments	Bill	Rettberg	\$ 116.96		\$250.00		
	Drafter/Designer	David B	Clendenen	\$ 78.00		\$249.60		
	Geotechnical Engineer	Brian M	Tognolini	\$ 41.04		\$131.33		
	Geotechnical Engineer	Nicholas A	Pauli	\$ 44.92		\$143.74		
	Geotechnical Engineer	Perla R	Lyon	\$ 37.52		\$120.07		
	Administration	Manuela C.	Reyna	\$ 45.24		\$144.77		
	Geotechnical Engineer	Isabelle A	Rawlings	\$ 63.48		\$203.14		
	Construction Management	Robert M	Fill	\$ 101.84		\$250.00		
	Construction Management	Mutaz	Mihyar	\$ 79.16		\$250.00		
	Civil Engineer	Molly M	Novick	\$ 56.36		\$180.35		
	Geotechnical Engineer	Matthew J	Powers	\$ 92.56		\$250.00		
	Water Quality Specialist	Cynthia	Page	\$ 65.04		\$208.13		
	Water Quality Specialist	Jackie	Takeda	\$ 64.80		\$207.36		
	Limnologist	Craig	Wolf	\$ 49.00		\$156.82		
	Information Management	Donghai	Wang	\$ 108.40		\$250.00		
	Information Management	Charlie	Lay	\$ 73.60		\$235.52		
	Information Management	Venh	Tieu	\$ 80.72		\$250.00		
	Information Management	Koos	Prins	\$ 80.20		\$250.00		
	Information Management	Ted	Dunsford	\$ 62.64		\$200.45		
	GIS Analyst	Stephen G	Irving	\$ 60.04		\$192.13		
	GIS Analyst	Ryan	Snyder	\$ 41.20		\$131.84		
	Climate Change Specialist	Kwabena O	Asante	\$ 83.20		\$250.00		
	Climate Change Specialist	Rebecca	Verity	\$ 75.08		\$240.26		
	Engineer/Planner	Jeff	Twitchell	\$ 100.96		\$250.00		
	Engineer/Planner	Michael	Conant	\$ 74.12		\$237.18		
	Engineer/Planner	Katie	Laird	\$ 56.52		\$180.86		
	Engineer/Modeler	Azad	Heidari	\$ 45.08		\$144.26		
	Hydrogeologist	Chris	Petersen	\$ 96.04		\$250.00		
	Hydrogeologist	Richard	Shatz	\$ 91.80		\$250.00		
	Agricultural Engineer	Bryan	Thoreson	\$ 87.56		\$250.00		
	Hydrogeologist	Rodney	Fricke	\$ 74.40		\$238.08		
	Hydrogeologist	Trevor	Kent	\$ 45.48		\$145.54		
	Hydrogeologist	Julian	Consoli	\$ 42.52		\$136.05		
	Hydrogeologist	Sean	Storey	\$ 44.60		\$142.70		
Hydrogeologist	Pauline	Espinoza	\$ 36.16	\$115.71				
Water Resources Engineer	Roger	Putty	\$ 92.52	\$250.00				
Chemical Engineer	Sydney	Nye	\$ 44.60	\$142.70				
Strategic Communications/ Graphics	Maria	Pascoal	\$ 51.92	\$166.13				
Graphics Support	Valerie	Yap	\$ 35.24	\$112.75				
Project Analyst	Liz	Lewis	\$ 56.60	\$181.12				
Technical Editing/Project Analyst	Anne	Gardner	\$ 49.68	\$158.98				
Administration	Manuela C.	Reyna	\$ 45.24	\$144.77				
Health and Safety/Project Support	Sonia	Klingensmith	\$ 35.04	\$112.13				
Project Analyst	Marguerite	Myers	\$ 33.56	\$107.39				
HDR Engineering, Inc.	Water Infrastructure	Dolly	Chen	\$ 97.09		\$250.00		
	Electrical Engineer	Mike	Cipriano	\$ 91.44		\$250.00		
	Asset Management	Allan	Scott	\$ 122.10		\$250.00		

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LEE Incorporated

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
HDR Engineering, Inc.	O&M Procedural Development	Scott	Joslyn	\$ 82.42	3.20	\$250.00	6%	0.19
	Powerhouse Mechanical Engineer	Eric	Girardin	\$ 67.37		\$215.58		
	Substation/Power Electrical Engineer	Mike	Mainini	\$ 67.50		\$216.00		
	Substation/Power Electrical Engineer	Dallin	Stott	\$ 46.39		\$148.45		
	Water & Wastewater Engineering	Alan	Hang	\$ 48.01		\$153.63		
	Electrical Engineering	Jeff	Inferrera	\$ 60.64		\$194.05		
	Civil and Dam Engineering	Bob	Filgas	\$ 113.66		\$250.00		
	Project Delivery Specialist	Cynthia	Bernard	\$ 46.74		\$149.57		
IEC Corporation	Managing Principal	Eric	Quintero	\$ 96.15	3.20	\$250.00	4%	0.13
	Director-Hydro Assets	Jon	Bertolino	\$ 185.00		\$250.00		
	Director-EPC Projects	Chan	Lam	\$ 103.37		\$250.00		
	Principal Electrical Engineer	Aaron	Leach	\$ 76.92		\$246.14		
	Principal Mechanical Engineer	William	Collins	\$ 120.00		\$250.00		
	Senior Mechanical Engineer	Brandon	Doering	\$ 59.62		\$190.78		
	Associate Electrical Engineer	Matthew	Suen	\$ 40.87		\$130.78		
	Associate Electrical Engineer	Gaby	Garcia-Ortega	\$ 38.46		\$123.07		
	Associate Mechanical Engineer	Justin	Wedel	\$ 40.87		\$130.78		
	Associate Mechanical Engineer	Nicole	Stahman	\$ 40.87		\$130.78		
	Senior Project Professional	Anne	Kennedy	\$ 63.96		\$204.67		
	Project Professional	Brenda	Evans	\$ 40.87		\$130.78		
	Senior Designer	Carlos	Flores	\$ 42.31		\$135.39		
	Drafter	Nam	Nguyen	\$ 38.46		\$123.07		
Jacobs Associates (dba Delve Underground)	Principal	Renee	Fippin	\$ 114.38	2.81	\$250.00	6%	0.17
	Senior Associate	Kush	Chohan	\$ 91.52		\$250.00		
	Senior Associate	Shawn	Spreng	\$ 93.05		\$250.00		
	Project Engineer	Su	Soe	\$ 52.80		\$148.37		
	Associate Engineer	Keith	Bryant	\$ 74.50		\$209.35		
	Senior Staff Engineer	Dingxin	Cai	\$ 44.54		\$125.16		
	Staff Engineer	Haochen	Zhao	\$ 43.27		\$121.59		
Kleinfelder, Inc.	Project Manager III	Glen	Gorski	\$ 83.64	3.20	\$250.00	6%	0.19
	Senior Principal Professional	Byron	Anderson	\$ 71.69		\$229.41		
	Senior Principal Professional	Joe	Zilles	\$ 79.25		\$250.00		
	Senior Professional	Mark	Franklin	\$ 68.68		\$219.78		
	Systems Analyst I	Danielle	Sellers	\$ 35.34		\$113.09		
	Principal Professional	John	Nicolini	\$ 78.05		\$249.76		
	Senior Technician	Joshua	Johnson	\$ 51.50		\$164.80		
	Senior Program Manager	Andrea	Traum	\$ 101.96		\$250.00		
	Senior Program Manager	Joe	Drennan	\$ 101.00		\$250.00		
	Program Manager	Eric	Strother	\$ 61.04		\$195.33		
	Project Manager III	Bob	Horwath	\$ 77.25		\$247.20		
	Health & Safety Manager I	Chris	Chan	\$ 79.06		\$250.00		
	Program Manager	Susan	Dewar	\$ 73.90		\$236.48		
	Senior Professional	Richard	Stevenson	\$ 58.17		\$186.14		
	Health & Safety Director	Sally	Miller	\$ 106.47		\$250.00		
	Senior Principal Professional	Edward	Matthews	\$ 87.51		\$250.00		
	Sr. Project Controls Specialist	Ann	Lee	\$ 54.21		\$173.47		
	Project Manager III	Rachel	Norris	\$ 75.99		\$243.17		
	Senior Program Manager	Derek	Brown	\$ 115.89		\$250.00		
	Senior Professional	Renie	Yuen	\$ 52.31		\$167.39		
	Project Manager III	Fernando	Silva	\$ 74.06		\$236.99		
	Project Manager III	Kathleen	Haynes	\$ 89.42		\$250.00		
MarshWagner, Inc.	Tunnel Specialist	Carlos	Jaramillo	\$ 115.00	3.00	\$250.00	3%	0.09
	Tunnel Specialist	Heather	Marsh	\$ 115.00		\$250.00		
	Asset Management Specialist	Fred	Wagner	\$ 115.00		\$250.00		
	Principal Tunnel Engineer	Gary	Bulla	\$ 88.00		\$250.00		
	Tunnel Engineer/geologist	Jamie	Goldsberry	\$ 65.00		\$195.00		
	Tunnel Engineer/geologist	Jacob	Ashley	\$ 60.00		\$180.00		
Matthew Gass Consulting	Senior Mechanical Engineer	Matthew	Gass	\$ 190.00	1.00	\$190.00	1%	0.01
McGovern McDonald Engineers	Principal Engineer	McGovern	Patricia	\$ 100.00	2.70	\$250.00	3%	0.08
	Chief Engineer	McDonald	Steve	\$ 120.00		\$250.00		
	Engineer	Webb	Ken	\$ 80.00		\$216.00		
	Chief Engineer	Badani	Vinod	\$ 130.00		\$250.00		
	CAD Designer	Davis	Mark	\$ 60.00		\$162.00		
	Drone Pilot/Field Analyst	Benbanaste	Berti	\$ 70.00		\$189.00		
NV5, Inc.	Principal	J.C.	Mathieson	\$ 82.69	2.60	\$214.99	1%	0.03
	Project Manager	Samuel	Giordano	\$ 69.23		\$180.00		
	Engineer	Michael	Reed	\$ 61.54		\$160.00		
	Lead Engineer	Brad	Willers	\$ 74.23		\$193.00		
	Lead Engineer	Dan	McClure	\$ 74.23		\$193.00		

Appendix B-1
Fee Schedule

Fee Schedule for PUC.PRO.0231: Specialized and Technical As-Needed Services
LEE Incorporated

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
NV5, Inc.	Lead Engineer	Brent	Johnson	\$ 74.23		\$193.00		
	Lead Engineer	David	Seiler	\$ 74.23		\$193.00		
	Lead Engineer	Charlie	Joy	\$ 74.23		\$193.00		
Panorama Environmental, Inc.	Principal	Susanne	Heim	\$ 93.75	2.92	\$250.00	1%	0.03
	Principal	Tania	Treis	\$ 93.75		\$250.00		
	Director	Megan	Peterson	\$ 95.67		\$250.00		
	Director	Angie	Alexander	\$ 85.00		\$248.20		
	Sr. Project Manager	Whitney	Broeking	\$ 62.02		\$181.10		
	Sr. Manager	Aaron	Lui	\$ 69.71		\$203.55		
	Sr. Project Manager	Caitlin	Gilleran	\$ 64.90		\$189.51		
	Sr. Manager	Rita	Wilke	\$ 64.90		\$189.51		
	Sr. Manager	Emily	Capello	\$ 75.20		\$219.58		
	Sr. Project Manager	Keri	Hill	\$ 55.28		\$161.42		
	Sr. Manager	Jessica	Koteen	\$ 63.46		\$185.30		
	Sr. Project Manager	Stephanie	Klock	\$ 68.00		\$198.56		
	Noise/Air Quality Specialist	Geoff	Hornek	\$ 75.00		\$219.00		
	Visual Resource Specialist	Christina	Kossa	\$ 75.00		\$219.00		
	GIS Manager	Corey	Fong	\$ 52.40		\$153.01		
	GIS Manager	Caitlin	Jensen	\$ 51.44		\$150.21		
	Environmental Planner III	Garett	Peterson	\$ 50.48		\$147.40		
	Environmental Planner II	Charlotte	Hummer	\$ 47.60		\$138.98		
	Environmental Planner II	Michael	Barrientez	\$ 43.27		\$126.35		
	Envornmental Planner I	Catherine	Medlock	\$ 42.31		\$123.54		
	Environmental Planner I	Sara	Sloan	\$ 36.06		\$105.29		
	Environmental Planner I	Elizabeth	McCullough	\$ 38.46		\$112.31		
	Environmental Scientist	Kelsey	Patterson	\$ 43.27		\$126.35		
	Project Controls Specialist	Holly	Rendon	\$ 67.31		\$196.54		
	Administrative Manager	Cass	Butler	\$ 28.85		\$84.23		
	Technical Editor	Lacar	Musgrove	\$ 55.00		\$160.60		
	Technical Editor	Beth	Duffey	\$ 55.00		\$160.60		
Power Applications and Research Systems, Inc.	Principal	Eddie	Dehdashti	\$ 197.50	2.00	\$250.00	2%	0.04
	Senior Engineer	Nivad	Navid	\$ 137.50		\$250.00		
	Senior Engineer	Charles	Cunha	\$ 175.00		\$250.00		
SAGE Consulting Engineers, Inc.	Principal / Project Manager	Kirsten	Hanson	\$ 85.00	2.50	\$212.50	1%	0.03
	Principal / Project Manager	Erik	Alderson	\$ 85.00		\$212.50		
	Senior Engineer	TBD		\$ 65.00		\$162.50		
	Associate Engineer	Clifford	Sugisawa	\$ 55.00		\$137.50		
	Junior Engineer	TBD		\$ 50.00		\$125.00		
	Project Engineer	Peter	Azzaria	\$ 41.00		\$102.50		
YEI Engineers, Inc.	Lead Electrical Engineer	George	Cheung	\$ 96.99	2.95	\$250.00	1%	0.03
	Lead Electrical Engineer	Brandon	Yee	\$ 73.06		\$215.53		
	Electrical Technical Advisor & QC	Lawrence	Lam	\$ 103.00		\$250.00		
	Electrical Technical Advisor & QC	Douglas	Yung	\$ 127.00		\$250.00		
	Senior Electrical Engineer	Jennifer	Huynh	\$ 58.29		\$171.96		
	Senior Electrical Engineer	Timothy	Le	\$ 55.45		\$163.58		
Effective Project Overhead & Profit Rate (EOPR):						2.86		
Maximum Allowable Effective Project Multiplier = 3.20								

Note: LEE Incorporated's markup on Subconsultant labor costs shall be 5%.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 25-0033

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires the services of consultants to assist the Hetch Hetchy Water and Power division with operations and maintenance support, including asset management services, and engineering services, limited to condition assessment, capital planning, and needs assessment for assets spanning from Tuolumne County to the San Francisco Bay Area.

WHEREAS, On June 13, 2023, by Resolution No. 23-0114, this Commission awarded Contract Nos. PRO.0231.A-D, Specialized and Technical As-Needed Services, each for an amount not-to-exceed of \$7,500,000 and each with a duration of five years, to Stantec/JHCE JV (PRO.0231.A), MMD JV (PRO.0231.B), AECOM/WRE JV (PRO.0231.C), and Lee Incorporated (PRO.0231.D); and

WHEREAS, Staff recommends that this Commission approve Amendments No. 1 to Contract Nos. PRO.0231.A-D, Specialized and Technical As-Needed Services, to increase each contract by \$5,500,000, to address the higher than anticipated contract usage rate, due to an increased need for consulting resources, for a total not-to-exceed amount of \$13,000,000 per contract, with no change to the contract duration; and

WHEREAS, The Contract Monitoring Division established a 20% Local Business Enterprise (LBE) subcontracting requirement these contracts, Stantec/JHCE JV, MMD JV, AECOM/WRE JV, and Lee Incorporated committed to LBE subcontractor participation of 22.5%, 21%; 20% and 21%, respectively with their proposals, and these amounts remain unchanged; and

WHEREAS, Amendment of these as-needed contracts does not constitute a “project” under the California Environmental Quality Act (CEQA) Guidelines section 15378 because it does not involve commitment to any specific project that may result in a physical change in the environment and the SFPUC will not authorize the contractor to commence any work under this contract until the proposed work is reviewed and any appropriate environmental review under the CEQA, if required, has been completed; and

WHEREAS, Funds for these contracts are available from current and future appropriations to Hetch Hetchy Water and Power’s Operating, Programmatic and Capital budgets; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendments No. 1 to Contract Nos. PRO.0231.A-D, Specialized and Technical As-Needed Services, with Stantec/JHCE JV (PRO.0231.A), MMD JV (PRO.0231.B), AECOM/WRE JV (PRO.0231.C), and Lee Incorporated (PRO.0231.D), increasing each contract by \$5,500,000, for a total not-to-exceed contract amount of \$ 13,000,000 per contract, with no change to the per contract duration of five years, subject to the Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the San Francisco Public Utilities Commission at its meeting of February 25, 2025.

A handwritten signature in dark ink, appearing to read "C. Sykes", is written over a horizontal line.

*Director of Commission Affairs
San Francisco Public Utilities Commission*

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 23-0114

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires qualified consultants to provide specialized and technical services for water, power, operations and maintenance, and engineering-planning services for Hetch Hetchy Water and Power; and

WHEREAS, On December 20, 2022, SFPUC advertised a Request for Proposals for specialized and technical as-needed services to support water, power, operation/maintenance and capital planning activities for Hetch Hetchy Water and Power; and

WHEREAS, Services are anticipated to begin in June 2023 and end in June 2028 and the duration of each contract is five years; and

WHEREAS, The not-to-exceed cost of services is \$7,500,000 for each contract; and

WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of the proposal scores, determined that Stantec/JHCE Joint Venture (JV), MMD JV, AECOM/WRE JV, and LEE Incorporated are the highest ranked firms with responsive proposals based on the established scoring criteria; and

WHEREAS, CMD established a 20% Local Business Enterprise (LBE) subconsultant participation requirement for this contract and Stantec/JHCE JV, MMD JV, AECOM/WRE JV, and LEE Incorporated committed to LBE participation of 22.5%, 21%, 20%, and 21% respectively with their proposals; and

WHEREAS, Award of this as-needed contract does not constitute a "project" under the California Environmental Quality Act (CEQA) Guidelines section 15378 because it does not involve commitment to any specific project that may result in a physical change in the environment; and no work will commence under this contract until the proposed work is reviewed and any appropriate environmental review under the CEQA, if required, has been completed; now, therefore, be it

RESOLVED, That this Commission hereby awards Contract Nos. PRO.0231.A-D, Specialized and Technical As-Needed Services, to provide specialized and technical support services for water, power, operations and maintenance, and engineering planning services, to Stantec/JHCE JV (PRO.0231.A), MMD JV (PRO.0231.B), AECOM/WRE JV (PRO.0231.C), and LEE Incorporated (PRO.0231.D), each for an amount not-to-exceed \$7,500,000 and with a duration of five years.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of June 13, 2023.



Secretary, Public Utilities Commission



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250208

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

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1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cheryl Sperry	209-989-2529
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Water	csperry@sflower.org

5. CONTRACTOR	
NAME OF CONTRACTOR Stantec/JHCE Joint Venture	TELEPHONE NUMBER 213-926-5114
STREET ADDRESS (including City, State and Zip Code) 300 Montgomery Street, STE 1200 San Francisco, CA 94104	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250208
DESCRIPTION OF AMOUNT OF CONTRACT \$13,000,000		
NATURE OF THE CONTRACT (Please describe) The purpose of this contract is to assist the Hetch Hetchy Water and Power Division with operations and maintenance support, including asset management services, and engineering services, limited to condition assessment, capital planning, and needs assessment for assets spanning from Tuolumne County to the San Francisco Bay Area.		

7. COMMENTS

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This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Johnston/Stantec/JHCE JV	Gord	CEO
2	Culmone/Stantec/JHCE JV	Vito	CFO
3	Take/Stantec/JHCE JV	John	Other Principal Officer
4	Reisbord/Stantec/JHCE JV	Susan	COO
5	Schefer/Stantec/JHCE JV	Cath	COO
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board



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2. CITY ELECTIVE OFFICE OR BOARD

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Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cheryl Sperry	209-989-2529
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Water	csperry@sfgwater.org

5. CONTRACTOR	
NAME OF CONTRACTOR MMD JV	TELEPHONE NUMBER 510-227-9089
STREET ADDRESS (including City, State and Zip Code) 155 Montgomery Street, STE1400 San Francisco, CA 94204	EMAIL Manolito.DeRosario@mottmac.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250208
DESCRIPTION OF AMOUNT OF CONTRACT \$13,000,000		
NATURE OF THE CONTRACT (Please describe) The purpose of this contract is to assist the Hetch Hetchy Water and Power Division with operations and maintenance support, including asset management services, and engineering services, limited to condition assessment, capital planning, and needs assessment for assets spanning from Tuolumne County to the San Francisco Bay Area.		

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<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	MMD JV/ Harris	James	Board of Directors
2	MMD JV/Mike	Isola	CEO
3	MMD JV/ Pavitt	Alec	Other Principal Officer
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10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	



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3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cheryl Sperry	209-989-2529
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Water	csperry@sflower.org

5. CONTRACTOR	
NAME OF CONTRACTOR AECOM/WRE JV	TELEPHONE NUMBER 510-874-3245
STREET ADDRESS (including City, State and Zip Code) 300 Lakeside Drive, Suite 400 Oakland, CA 94612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250208
DESCRIPTION OF AMOUNT OF CONTRACT \$13,000,000		
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rudd/AECOM/WRE JV	Troy	CEO
2	Poloni/AECOM/WRE JV	Lara	Board of Directors
3	Adams/AECOM/WRE JV	Shirley	Other Principal Officer
4	Gan/AECOM/WRE JV	David	COO
5	Kapoor/AECOM/WRE JV	Gaurav	CFO
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NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cheryl Sperry	209-989-2529
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Water	csperry@sflower.org

5. CONTRACTOR	
NAME OF CONTRACTOR Lee Incorporated	TELEPHONE NUMBER 415-421-2758
STREET ADDRESS (including City, State and Zip Code) 28 Geary Street, Suite 525 San Francisco, CA 94108	EMAIL e1@leei.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250208
DESCRIPTION OF AMOUNT OF CONTRACT \$13,000,000		
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Lacson/Lee Incorporated	Isabel	other Principal officer
2	Chau/Lee Incorporated	Les	other Principal officer
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10. VERIFICATION

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I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	DATE SIGNED
---	--------------------



FROM: Jeremy Spitz, Policy and Government Affairs

DATE: March 3, 2025

SUBJECT: [Agreement Amendment – Stantec JHCE JV; MMD JV; AECOM/WRE JV; and Lee Incorporated – PRO.0231.A-D, Specialized and Technical As-Needed Services for Operations and Maintenance Support – Not to Exceed \$13,000,000 Each]

Please see attached a proposed Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Amendment No. 1 to Professional Services Agreement Nos. PRO.0231.A-D, Specialized and Technical As-Needed Services for Operations and Maintenance Support, with Stantec/JHCE JV (PRO.0231.A); MMD JV (PRO.0231.B); AECOM/WRE JV (PRO.0231C); and Lee Incorporated (PRO.0231D), increasing each contract by \$5,500,000, each with a new total not-to-exceed amount of \$13,000,000, for a total of \$52,000,000 across all four contracts, with no change to the terms or duration, pursuant to Section 9.118 of the San Francisco Charter.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- Draft Amendments (Word Doc Version)
- Form 126 A-D (PDF Version)
- SFPUC Resolution No. 25-0033 (PDF Version)
- SFPUC Resolution No. 23-0114 (PDF Version)
-

Please contact Jeremy Spitz at jspitz@sfgwater.org if you need any additional information on these items.

Daniel L. Lurie
Mayor

Kate H. Stacy
President

Joshua Arce
Vice President

Avni Jamdar
Commissioner

Steve Leveroni
Commissioner

Dennis J. Herrera
General Manager

