

File No. 260488

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 8, 2026

Board of Supervisors Meeting Date _____

Cmte Board

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☒	☐	<u>Original Agreement 1/3/2017</u>
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☒	☐	<u>PRT Commission Resolution No. 18-30 5/8/2018</u>
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☒	☐	<u>PRT Commission Resolution No. 25-27 5/13/2025</u>
☒	☐	<u>PRT Commission Resolution No. 26-02 1/13/2026</u>
☐	☐	_____

Completed by: Brent Jalipa Date July 1, 2026

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - COWI/OLMM Joint Venture - Mission Bay Ferry Landing -
2 Architectural and Engineering Services - Term Extension]

3 **Resolution authorizing the Port of San Francisco to execute Amendment No. 6 to a**
4 **professional services contract with COWI/OLMM Joint Venture for architectural and**
5 **engineering services for the Mission Bay Ferry Landing Project; extending the contract**
6 **term from June 16, 2026, for a total term of January 3, 2017, through June 30, 2028, with**
7 **no changes to the contract amount of \$6,411,383.**

8
9 WHEREAS, The Mission Bay Ferry Landing Project will provide critical regional ferry
10 service to the Central Waterfront, one of San Francisco's fastest growing neighborhoods,
11 which includes Mission Bay, Mission Rock, Dogpatch, Potrero Hill, and Pier 70; and

12 WHEREAS, On July 12, 2016, the Port Commission authorized Port staff to advertise a
13 Request for Proposals to solicit professional architectural and engineering consulting services
14 for design and development support of the Mission Bay Ferry Landing Project (Port
15 Commission Resolution No. 16-29); and

16 WHEREAS, On November 15, 2016, the Port Commission adopted Resolution
17 No. 16-44 authorizing Port staff to award a contract for architectural and engineering
18 consulting services for the Mission Bay Ferry Landing Project to COWI/OLMM Joint Venture
19 (the "Mission Bay Ferry Landing Contract") for the amount of \$3,981,369 and authorized a
20 contract contingency fund of \$398,137 (10% of \$3,981,369) for a total contract authorization
21 of \$4,379,506; and

22 WHEREAS, Port staff issued a Notice to Proceed to COWI/OLMM Joint Venture in
23 early 2017; and

24 WHEREAS, On October 25, 2017, Port staff executed Amendment No. 1 to the Mission
25 Bay Ferry Landing Contract to add subcontractors; and

1 WHEREAS, In accordance with Port Commission Resolution No. 18-30, on May 8,
2 2018, Port staff executed Amendment No.2 modifying the Mission Bay Ferry Landing Contract
3 to increase the contract amount by \$785,166, resulting in an amended contract amount not to
4 exceed \$4,766,535; and

5 WHEREAS, On January 3, 2017, Port staff executed Amendment No. 3 to extend the
6 contract term through January 3, 2024; and

7 WHEREAS, In accordance with Port Commission Resolution No. 23-54, on
8 December 12, 2023, Port staff executed Amendment No. 4 to the Mission Bay Ferry Landing
9 Contract to extend the contract term through June 16, 2026; and

10 WHEREAS, In accordance with Port Commission Resolution No. 25-27, on May 13,
11 2025, Port staff executed Amendment No. 5 to the Mission Bay Ferry Landing Contract to
12 increase the contract amount by \$1,644,848, resulting in an amended contract amount not to
13 exceed \$6,411,383; and

14 WHEREAS, On January 13, 2026, the Port Commission adopted Port Commission
15 Resolution No. 26-02 authorizing execution of Amendment No. 6 to the Mission Bay Ferry
16 Landing Contract ("Contract Amendment No. 6") to extend the contract term through June 30,
17 2028; and

18 WHEREAS, Contract Amendment No. 6 will incorporate the existing Local Business
19 Enterprise subcontracting participation commitment of 20% established by the City Contract
20 Monitoring Division; and

21 WHEREAS, Contract Amendment No. 6 will extend the term of the Mission Bay Ferry
22 Landing Contract beyond 10 years, which requires Board of Supervisors approval pursuant to
23 Section 9.118 of the San Francisco Charter; now, therefore be it

24 RESOLVED, That the San Francisco Board of Supervisors hereby authorizes the
25 Acting Executive Director of the Port or his designee to execute Contract Amendment No. 6

1 with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay
2 Ferry Landing Project; extending the contract term from June 16, 2026 to June 30, 2028,
3 pursuant to the Board's authority under Charter Section 9.118; and be it further

4 FURTHER RESOLVED, That the Board of Supervisors' authorizes the Acting
5 Executive Director or his designee to execute for and on behalf of the City and County, any
6 documents necessary to enter into Contract Amendment No. 6 with the COWI/OLMM Joint
7 Venture, including any extensions, augmentations, or amendments, thereof; and, be it

8 FURTHER RESOLVED, That within thirty (30) days of Contract Amendment No.
9 6being fully executed by all parties, the Port Acting Executive Director shall provide the final
10 agreement to the Clerk of the Board of Supervisors for inclusion into the official file.

**City and County of San Francisco
Port of San Francisco
with**

COWI OLMM Joint Venture

Mission Bay Ferry Landing

1000003415

Sixth Amendment

THIS **SIXTH AMENDMENT** (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **COWI OLMM 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 extend the performance period and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to Chapter 6 of the San Francisco Administrative Code through a Request for Proposals issued on August 5, 2016 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 **[insert date of Civil Service Commission action or DHR approval date if under \$100K]** from the **[Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission]** under PSC number DHRPSC0006240 in the amount of \$8,00,000 for the period of **[insert number of years]**; and

WHEREAS, this Amendment is consistent with an approval obtained from City’s Port Commission under Resolution 26-02 approved on January 13, 2026 to extend the contract term through June 30, 2028; 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 126f2 (Notice of Submission of Proposal-for this amendment) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City; 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.

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated January 3, 2017 between Contractor and City, as amended by the:

First Amendment	dated October 25, 2017, and
Second Amendment	dated August 17, 2018, and
Third Amendment	dated January 1, 2022, and
Fourth Amendment	dated January 30, 2024, and
Fifth Amendment	dated June 12, 2025

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

1.3 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), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), 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, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 Open For Business Legislative Changes. In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

The term of this Agreement shall commence on the latter of: (i) January 3, 2017; or (ii) Effective Date and expire on June 16, 2026, unless earlier terminated as otherwise provided herein.

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

The term of this Agreement shall commence on the latter of: (i) January 3, 2017; or (ii) Effective Date and expire on June 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 1 Definitions.** *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

“Artificial Intelligence” or “Artificial Intelligence Model” means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

“Artificial Intelligence System” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

“City Data” means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

“Confidential Information” means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data.

“Deliverable Data” means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

“Generative Artificial Intelligence” means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence’s training data.

“Personal Identifiable Information (PII)” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

3.2 **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 (Payment Card Industry (“PCI”) Requirements).

13.3 Reserved (Business Associate Agreement).

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, provided,

however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables.

Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, 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 the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. 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.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (“CRA”) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

Each of the modifications set forth in this Amendment 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:

Wendy Proctor
Deputy Director
Port of San Francisco

Date: _____

Michael Martin
Acting Executive Director
Port of San Francisco

Approved as to Form:

David Chiu
City Attorney

By: _____

Richard E. Robinson
Deputy City Attorney

Date: _____

CONTRACTOR

COWI OLMM Joint Venture

Jack Gerwick, P.E.

Vice President

555 12th Street, Suite 1700
Oakland, CA 94607

Date: _____

Badri K Prasad, SE

Principal | President

156 Ellis St, 2nd Floor
San Francisco, CA 94102

Date: _____

City Supplier Number: **0000022160**

**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
COWI and OLMM Joint Venture**

This Agreement is made this third day of January, 2017, in the City and County of San Francisco, State of California, by and between COWI and OLMM Joint Venture, whose principal place of business is located at 1300 Clay Street #700, Oakland, CA 94612, hereinafter referred to as "Contractor" and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City."

Recitals

WHEREAS, the Port of San Francisco ("Department") wishes to retain Contractor to provide architectural and engineering services for a public ferry boat berth landing in San Francisco's Mission Bay neighborhood; and,

WHEREAS, a Request for Proposal ("RFP") was issued on August 5, 2016, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 20%

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 44753 15/16 on June 20, 2016;

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 which are 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 "Port of San Francisco."

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means COWI and OLMM Joint Venture whose principal place of business is located at 1300 Clay Street #700, Oakland, CA 94612.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are 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.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "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.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "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 latter of: (i) January 3, 2017; or (ii) the Effective Date and expire on January 2, 2022, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of one year each. 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 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Executive Director of the Port of San Francisco, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed three million nine hundred eighty one thousand three hundred sixty nine dollars (\$3,981,369). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Port of San Francisco approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables,

including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City.

3.3.3 Withhold Payments. If Contractor fails to provide 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 and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

3.3.6 Getting paid for services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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 fewer 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.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for 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 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. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc.

RES Engineers, Inc.

M Lee Corportation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

4.3.1 Prevailing Wages. Should Contractor utilize any subcontractor(s) to provide services for this Agreement, Contractor and its subcontractors shall comply with the following:

(a) On July 1, 2014, the registration program under section 1725.5 of the California Labor Code went into effect. All subcontractors who propose or work under this Agreement must register and pay an annual fee to the California Department of Industrial Relations (DIR).

(b) Effective March 1, 2015, Contractor shall not seek proposals from nor utilize any subcontractor that is not registered with the DIR. The City shall not accept a proposal that includes subcontractors without proof that all subcontractors are registered to perform public works pursuant to California Labor Code section 1725.5.

(c) Effective April 1, 2015, Contractor agrees to ensure that any subcontractor it intends to utilize for work under this Agreement shall be first registered with the DIR. No subcontractor may perform services under this Agreement unless registered with the DIR.

(d) Contractor shall not employ any subcontractor for services under this Agreement unless the subcontractor maintains a current registration with the DIR.

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

4.4.1 Independent Contractor. For the purposes of this Article 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 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 the preceding two paragraphs shall be solely for 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 and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor 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.

4.6 Warranty. Contractor will perform the Services 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.

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) 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.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

(a) Name as Additional Insured the City and County of San Francisco, the Port of San Francisco, its Officers, Agents, and Employees, using an endorsement in the form of ISO 2010 (or its equivalent).

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

5.1.5 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.

5.1.6 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.

5.1.7 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.

5.1.8 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 For Design Professionals. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

5.2.1 Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnatee or the contractors of any Indemnatee.

5.2.2 Copyright Infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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, "PAYMENT," 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 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 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.

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 shall include, 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 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 enumerated and described 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:

(a) 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.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws

(b) 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 continues for a period of ten days after written notice thereof from City to Contractor.

(c) 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.

(d) 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.

8.2.2 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.

8.2.3 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 either party may have under applicable law.

8.2.4 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	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability

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 after final payment 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, 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 www.sfgov.org under "Government."

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 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 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.

10.4.2 In the performance of Services, Contractor may have access to 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, 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.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination 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. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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 that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. 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. "Sugar-Sweetened Beverage Prohibition"

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.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Reserved. (Preservative Treated Wood Products)

10.20 Labor Standards – Prevailing Wages. Contractor agrees to comply with all of the provisions set forth in Appendix C, regarding State of California and City labor standards and payment of prevailing wages.

10.20.1 On July 1, 2014, California Labor Code Section 1725.5 took effect, requiring a registration program for all contractors and subcontractors who bid or work on a public works project. All such contractors and subcontractors must register and pay an annual fee to the California Department of Industrial Relations ("DIR"). This Agreement may require contract services that involve the performance of work for a public works, as defined by the provisions of Section 6.22(E) of the San Francisco Administrative Code and Section 1720 of the California Labor Code regarding payment of prevailing wages ("Covered Services"). Section 1720 of the California

Labor Code defines a “public works” to include, among things, work performed during the design and preconstruction phases of construction. Accordingly, as a condition to award of this Agreement, or issuance of a Contract Service Order for any Covered Services, Contractor must comply with Sections 1725 and 1771.1 of the California Labor Code, including registration with the California Department of Industrial Relations.

10.20.2 Effective April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public work project unless registered with the DIR per Labor Code section 1725.5.

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: Joe Roger
Senior Structural Engineer
Pier 1, The Embarcadero
San Francisco, CA 94111
Joe. Roger@sfport.com

To Contractor: Winston Stewart
Senior Vice President
1300 Clay St #700
Oakland, CA 94612
hmdf@cowi.com

Any notice of default must be sent by registered 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 Reserved. (Payment Card Industry (“PCI”) Requirements)

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 21.35, 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 (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) 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 May 10, 2016. 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.

Article 12 MacBride And Signature

12.1 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:

CONTRACTOR

COWI and OLMM Joint Venture

for

Eunejune Kim
Chief Harbor Engineer
Port of San Francisco


Winston Stewart
COWI Marine North America
Senior Vice President
1300 Clay St #700
Oakland, CA 94612

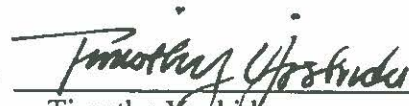

Elaine Forbes
Executive Director
Port of San Francisco


Sunil Gupta
Principal
OLMM Consulting Engineers
701 Sutter Street, 4th Floor
San Francisco, CA 94109

Approved as to Form:

Dennis J. Herrera
City Attorney

City vendor number: 98166

By: 
Timothy Yoshida
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Labor Standards - Prevailing Wages

Appendix A

Services to be provided by Contractor

1. General Description of Services

COWI/OLMM Joint Venture, hereinafter referred to as “Contractor”, agrees to provide the Port and City with professional architectural, engineering, and planning services for the planning, design and construction of a public ferry vessel landing and terminal to be located in the San Francisco Mission Bay neighborhood (referred to as the Ferry Landing project). Contractor agrees to provide services that include, but are not limited to, the preparation of permitted design drawings, including those necessary for project review and approval under the California Environmental Quality Act (CEQA), for the Ferry Landing project. The Contractor’s scope of services will include: geotechnical analysis, topographic and hydrographic surveys, dredging plans, and design and construction of ferry float, fixed ramps, gangways, covered ferry landing walkway, fixed platform, gate structures, corrosion protection system for all structures, and utility plans.

2. Scope of Services & Deliverables

A. Phase 1: Conceptual Architectural and Engineering Design and Alternatives Analysis

Task 1.1: Review Existing Documentation

Contractor will review information provided by the Port relevant to the project scope and will identify any missing and needed documentation. Contractor will review archives for existing drawings and other technical documents for information previously prepared by the Port and consultants working on behalf of the Port. All information will be cataloged and distributed to the project team and the Port project manager in a bookmarked PDF, file organized by location and date.

Contractor will review the Port’s architectural design requirements identifying Port architectural interfaces. Contractor will gather, review, and catalog existing technical information and architectural design drawings related to construction of the Port’s Downtown Ferry Landing constructed in 2001.

Task 1.2: Stakeholder Interviews and Meetings

Contractor’s project manager will lead all stakeholder interviews. Contractor will prepare a PowerPoint presentation outlining the scope and goals of the project along with a list of specific

questions for each stakeholder meeting. Contractor will work with Port staff to identify and contact appropriate stakeholders in addition to those listed below. Contractor will schedule individual meetings with the following stakeholders:

- BAE Systems (or successor), the Pier 70 tenant and operator of the Pier 70 drydock facility, and San Francisco Bar Pilots, to identify any navigation issues associated with the 16th Street alternative, in particular large ship access to the Pier 70 drydock. Determine if the alternative Pier 64 location mitigates these navigation issues. Based on these interviews identify and evaluate the specific Pier 64 alternative location for the Ferry Landing.
- Ferry Boat and Water Taxi operators regarding boat sizes, boat passenger capacities, boat berthing frequencies, respective boat passenger loading criteria / methodology, and passenger queuing criteria.
- The San Francisco Bay Conservation and Development Commission (“BCDC”), Water Emergency Transportation Authority (“WETA”), and the Mission Bay Development Group to establish additional ferry landing design criteria.
- Regulatory and resource conservation agencies and Dredged Materials Management Office agencies (e.g. U. S. Army Corps of Engineers (“USACE”), BCDC, San Francisco Bay Regional Water Quality Control Board, National Marine Fisheries Service, U.S. Environmental Protection Agency) to determine key permitting considerations, potential impacts of greatest concern, and potential need for mitigation.
- Other regulatory agencies as required by Port staff.

In addition to the above stakeholders, the Port may direct Contractor to meet with the groups listed below. Although these groups are not direct stakeholders in the project, their input may help define how the ferry landing integrates into the area.

- Mission Bay Transportation Management Association (“Mission Bay TMA”)
- San Francisco Municipal Transportation Authority
- San Francisco Bicycle Coalition
- Bay Area Bike Share
- Golden State Warriors Arena LLC
- South Beach/Mission Bay Business Association
- University of California San Francisco, Mission Bay

Contractor will document all interviews, meeting content, and recommendations. Information collected will be reviewed by Port staff and incorporated by Contractor in the project planning and design as appropriate.

Task 1.3: Reconnaissance Survey Sampling and Testing

Contractor will perform sediment sampling and analysis to determine sediment characteristics at the two ferry landing locations under consideration. The sampling will be sufficient to determine dredged material disposal options and associated costs for the two locations. This task will include:

- Preparation of a detailed sampling and analysis plan memorandum for Port review and approval.
- Collection of up to 16 sediment cores to the proposed project depth plus over-dredge depth. The number of samples assumed that the volume of material to be dredged would be approximately 136,000 cubic yards at each location.
- Each sediment core will be analyzed for chemical constituents in accordance with USACE Public Notice 01-01.
- Collection and archiving of Z-layer (post-dredge mud surface) samples from each sediment core. If preliminary analysis indicates that the material to be dredged exceeds SF Bay Bioaccumulation Trigger Levels or SF Bay Total Maximum Daily Load thresholds, then the archived samples may be analyzed in a subsequent phase.
- Analytical results will be compared with disposal site screening criteria and provided to Port in a Sampling and Analysis Results memo.

Task 1.4: Agency Outreach and Meetings

Contractor will arrange and conduct a pre-application Inter-Agency meeting with USACE, RWQCB, NMFS, BCDC, and other attending agencies. Contractor will prepare presentation materials and handouts as appropriate to guide discussions at this meeting. The Inter-Agency meeting will cover the preliminary design and environmental findings for the each alternative site. Contractor will prepare a PowerPoint presentation with drawings in sufficient detail to allow agency representatives to understand both the proposed facility and the anticipated construction phases. Contractor will address questions and comments that are received from the Inter-Agency meeting. Contractor will prepare and submit meeting minutes to Port staff for review and approval. Contractor will conduct follow-up calls or correspondence with individual agency representatives as-needed, and prepare and conduct a second Inter-Agency meeting during Phase I of this Agreement.

Contractor will prepare and present presentation materials for two public meetings. Presentation materials will include architectural renderings of the concept designs. Architectural renderings will be a visual aid to help the public understand the size, materials, and usage of the Ferry Landing project.

Task 1.5: Conceptual Design

Contractor will prepare conceptual level (30% complete) architectural and engineering design for 16th Street and Pier 64 ferry landing locations and Pier 64 Fishing Pier water taxi locations. Contractor will implement the following approach for the conceptual level design:

Task 1.5.1 Preliminary Architectural Plans: Contractor will prepare preliminary architectural plans for the concept designs. Contractor will prepare study drawings that illustrate the concepts of the design and include spatial relationships, scale, and form of key architectural features including the covered ferry pavilion, gate structure, canopies, railings, and water taxi landing locations for Port review. Contractor will prepare the primary site plan drawings that will include all structures with the proposed dredging overlaid site plan will also include proposed future landside public open space amenities and public transportation information. Contractor shall prepare a secondary site plan that includes the navigation path of travel of ships that enter and exit the Pier 70 drydock in proximity to the ferry landing project sites.

Task 1.5.2 Topographic and Hydrographic Survey: Contractor will use existing topographic survey information or perform a topographic survey if existing topographic survey is insufficient. The topographic survey will extend from the waterline to across Terry Francois BLVD and 150-feet north and south of each alternative location. The survey will document elevations in MLLW datum and locate all key features. The survey data will be sufficient to prepare dredge designs and select the ferry landing preferred location. Contractor will use the hydrographic survey performed by Etrac in 2015 to prepare the dredge design and select the preferred location.

Task 1.5.3 Preliminary Dredging Plans: Contractor will prepare dredging plans for each alternate terminal location based on operational requirements and input from the sediment investigation as described in Task 1.3, above. The dredge depths and overall limits will be established by determining the required water depths needed for ferry and water taxi operations, anticipated rate of siltation, the Port's maintenance dredging expectations, and required access channel needed for ferry vessels to safely approach the landing. The input from the sediment investigation as it relates to overall dredging costs and likely acceptance by the Dredged Material Management Office (DMMO) will be a key factor in establishing the limits of dredging. Contractor will use established soil parameters to calculate the side slopes for the dredge area. Contractor shall prepare drawings and cross sections and calculate dredge volumes. Contractor's drawings will identify any areas of contaminated soils within the dredging footprints of both locations.

Task 1.5.4 Preliminary Geotechnical Analysis: Contractor's personnel will lead the preliminary geotechnical analysis utilizing information to support the conceptual design and perform a geotechnical subsurface evaluation for services required under Phase II, engineering

design development. After the Port's selection of the preferred ferry landing site, Contractor will perform a subsurface exploration program by drilling up to two borings on land to depths of up to 100 feet and two boring over-water to depths of up to approximately 140 feet. The purposes of these borings are to: 1) develop a geologic cross section along the alignment of the proposed ferry terminal, 2) obtain soil samples for laboratory testing, 3) evaluate pile capacities, and 4) evaluate potential lateral spreading of the shoreline. Contractor will perform geotechnical laboratory tests consisting of moisture and density determination, sieve analysis, Atterberg limits, strength tests, and consolidation tests.

Contractor will perform the geotechnical analysis based on the results of the boring and laboratory data. Analysis will include 1) assessment of geologic hazards including strong ground shaking, liquefaction, dynamic settlement, and lateral spread, 2) development of code-based acceleration response spectra, 3) analysis of geotechnical capacities of piles for lateral and vertical loading, 4) evaluation of permanent ground deformations that may affect the proposed improvements, and 5) estimation of kinematic loading on near-shore piles. Contractor will prepare a geotechnical design report summarizing the findings of the investigation.

Task 1.5.5 Ferry Landing and Water Taxi Preliminary Structural Plans: Contractor will prepare the preliminary structural design for all structures. A Basis of Design document will be created that establishes the loading, load combinations and governing codes to be used for design. Contractor will determine the seismic performance of the terminal and the total water elevation for sea level rise. The ferry landing facility shall be designed as an essential facility. Contractor will meet with BCDC's Engineering Criteria Review Board to respond to questions as required.

Task 1.5.6 Preliminary Corrosion Protection Systems: Contractor will review the service life of each structural component and prepare and design preliminary corrosion protection systems for all structures. All structures shall have a design criteria and a useful life of at least 50 years. Contractor will study and consider the use of other protective measures to increase corrosion protection such as HDPE sleeves placed over the guide piles.

Task 1.5.7 Preliminary Utility Plans: Contractor will confirm the project's electrical and mechanical system requirements listed in the feasibility report based upon input from Port staff and project stakeholders. Contractor will review Port and other public records to determine the overhead/underground electrical distribution system and utility systems in the proximity of each location. Contractor will perform an onsite investigation to field verify information in the records, which may require further investigation including infrared scans and potholing. Contractor will also perform short circuit and load flow analysis with significant emphasis given to insufficient equipment capacities, antiquated equipment, inadequate accessibility, non-

operating systems, and code violations. Contractor will report any deficiencies and recommend corrections.

Task 1.5.8 Coastal and Wave Engineering: Contractor will perform coastal and wave analysis, including review and verification of the coastal and wave engineering assumptions and input used in the Mission Bay Ferry Landing Planning Study. Contractor will also reconsider and evaluate the final conclusions about the need of a breakwater. In order to determine the wave magnitude, period, and direction at each alternative ferry landing location, a detailed MIKE21 wave model will be developed using the met-ocean parameters and the final configuration of the bay based on the dredge design. Results consisting of the number of hours the waves exceed threshold defined by the operator in order to compute possible downtime, along with the maximum expected waves in the area will be summarized in a Coastal Report.

Task 1.5.9 Circulation Analysis: Contractor will work with the Port, SFMTA, and the San Francisco Planning Department (“Transportation Team”) to develop a conceptual plan for pedestrian, bicycle, transit, and vehicular access to both of the alternative ferry landing sites. Contractor will work with the SFMTA and the Mission Bay TMA to determine the potential for existing or new routes to both of the alternatives. The Contractor will collaborate with this Transportation Team to prepare a memorandum documenting the Transportation Conceptual Plan, including an alternatives assessment matrix related to transportation elements of the Ferry Landing Project.

Task 1.5.10 Cost Estimates & Construction Schedule: Contractor will prepare Cost Estimates that correspond to the conceptual designs. Estimates will be prepared using MS Excel program and presented in PDF format. Contractor will use recent pricing data from Port and WETA projects including the Downtown San Francisco Ferry Terminal Expansion project. Contractor will prepare a preliminary construction schedule. The schedule will be based on Contractor’s experience with construction of similar ferry berthing facilities. The schedule will be submitted to the Port and be used as input for the environmental review and project planning.

Task 1.5.11 Preliminary CEQA Development: Contractor will prepare a preliminary draft environmental specifications report that will include best management practices, avoidance, and minimization measures and estimated costs.

Phase I Deliverables will include six (6) hard copies and electronic PDF files for the following:

- Preliminary design drawings, calculations, specifications (including Preliminary draft environmental specifications)
- Cost estimates for both alternative ferry landing and water taxi sites

- Detailed Project Program (DPP) Report: The DPP shall consist of a comprehensive document that provides the Project Goals and Objectives, Environmental Goals, and includes all the key findings gathered during Phase I. Separate sections will be included for Reference Documents, Topographic and Hydrographic surveys, Geotechnical report, Coastal Engineering report, Basis of Design, Utilities Needs survey, Transportation Conceptual Plan, Interview, Meeting and Public Outreach documentation, Construction Schedule, and Comparative Analysis summarizing the pros and cons for each alternative site. Sediment characterization report of results from analyses completed to date, evaluation of reuse/disposal options and costs, and recommendation for permitting through the DMMO, including additional sample collection if needed.
- Presentation of submittal to the Port.

B. Phase II –Engineering Design Development, 30% Complete to 100% Complete

Tasks 2.1, 2.2, & 2.3: Engineering Design Development – 60%/95%/100% Submittals

For Tasks 1, 2, and 3, Contractor will prepare and advance 60%/95%/100%, respectively, complete submittal analysis, calculations, design drawings specifications, cost estimates, and estimated construction schedules for the selected ferry landing site and water taxi site. Port and stakeholder comments on the previous submittals will be incorporated into each design stage. Contractor will arrange additional stakeholder meetings and will prepare presentation materials at the Port's requests. Contractor will also continue to assist the Port's public outreach efforts.

Task 2.4, 2.5, & 2.6 Environmental Review for CEQA, Permitting, and Public Meetings

Task 2.4 Sediment Suitability Study and DMMO approval

Upon selection of the preferred ferry landing location, dredging boundary and volumes, Contractor will complete additional sediment characterization and other tasks needed to secure DMMO approval of dredging at the selected location. This will include:

- Preparation of a Sampling and Analysis Plan for submittal and presentation to the DMMO at a regularly-scheduled DMMO meeting
- Collection of up to 20 sediment cores and Z-layer samples, which will be composited to represent up to five Dredge Units.
- Laboratory analysis of five composite samples for chemical and biological testing as needed to obtain approval to re-use or dispose of dredged material.

- Soil characterization will enable determination of potential for beneficial reuse, and Contractor will provide technical and/or logistical recommendations to potential for beneficial reuse to the greatest extent feasible. If beneficial reuse is not feasible, Contractor will pursue the most cost-effective disposal option for which the material is suitable.
- Preparation of a DMMO-compliant Sampling and Analysis Report and presentation to DMMO at a regularly-scheduled DMMO meeting.

Task 2.5 Focused EIR

Contractor will prepare a Focused EIR for CEQA compliance. Contractor will recommend options to help facilitate timely completion of the environmental document and project permitting. Contractor will prepare technical reports, including a Transportation Impact Study, Biological Assessments (combined aquatic and terrestrial), Historic Resource Evaluation (HRE), Archaeological Technical Study, Air Quality Technical Report (including health risks), Greenhouse Gas emission calculations, Property Analysis Report (for State Lands Commission permitting), and Energy Conservation Analysis, and Stormwater Control Plan in support of the CEQA. Port will arrange and make appropriate public notice and outreach for, and Contractor will prepare materials and present the project at public meetings and hearings related to the CEQA process.

As an optional task, Contractor will assist with NEPA documentation to support federal regulatory agencies in decision-making process relative to permits and approvals.

Task 2.6 Environmental Permitting

In addition, contractor will prepare required permit application forms and supporting documents, with Port review and approval. Permit and other regulatory approvals are anticipated to include a Section 10/404/103 permit from the U.S. Army Corps of Engineers; a 401 Water Quality Certification (including approval of Stormwater Control Plan) from the RWQCB; a Major Permit from BCDC; Biological Opinions from the NMFS and U.S. Fish and Wildlife Services; Incidental Take Permit from the California Department of Fish and Wildlife; an Incidental Harassment Authorization from the NMFS; and a consistency determination from SLC.

Task 2.7 Public Meetings

Contractor will lead and support further discussions with regulatory and resource conservation agencies, including attending up to five permitting meetings with such agencies, including one USACE Interagency Meeting, for which Contractor will prepare presentation materials and serve as a primary presenter,. Contractor will attend and support meetings before the BCDC and Port Design Review Boards, and the BCDC Engineering Criteria Review Board. Contractor is responsible for obtaining project approval from BCDC's ECRB. Contractor will attend and assist in presentation at public meetings and hearing related to the CEQA process.

Phase II Deliverables will include six (6) hard copies and electronic PDF files for the 60%, 95%, and 100% submittals:

Design drawings, calculations, specifications (including complete environmental specifications)

- At the 100% submittal two (2) sets of signed and stamped design drawings and calculations.
- Cost estimates
- Report summarizing additional interview, meeting and public outreach documentation.
- Written responses to Port comments on the previous submittal.
- Presentation of submittal to the Port.
- Completed CEQA Document
- Permit Applications and other regulatory documents

Phase III – Bid and Construction Stage Architectural & Engineering Services

During the project construction bid phase, Contractor will assist the Port in answering technical questions relating to bid documents and provide modifications or additional drawings and/or specifications as required to issue bid addenda. Contractor's Project Manager will attend pre-bid conference/s and assist the Port in evaluating the bid proposals, if needed.

During the construction phase, Contractor will work closely with the Port to ensure construction is executed in accordance with the project plans, specifications, and regulatory requirements. Contractor's Project Manager will attend the pre-construction meeting on behalf of the design team. Contractor's Project Manager will also attend weekly construction meetings, assisted by other members of the Contractor's team as-necessary. Contractor's site personnel will routinely visit the site to verify that the project is being constructed in accordance with the bid plans and specifications. A site visit report will be submitted to Port staff after each site visit. Contractor will review the construction contractor's proposed construction schedule and compare it to the schedule developed during design and provide comment to Port staff.

Contractor will review all Submittals and RFIs throughout construction of the Mission Bay Ferry Landing. As the Submittals and RFIs are submitted by the construction team, Contractor will log and distribute items to the appropriate team members. Contractor's Project Manager will review the responses to assure completeness and notify Port staff if there are any concerns identified. Contractor has a goal to review and respond to all Submittals and RFI's within 3 business days as long as there is a reasonable schedule of submittal delivery.

Contractor will review construction phase submittals related to geotechnical aspects of the project. Contractor will review pile driving blow counts, or alternatively provide geotechnical support to City inspectors, prepare daily field reports, and prepare pile driving summary reports. Contractor will provide testing and special inspections both on site and remotely at the manufacturer's location of the steel barge, including steel barge preparation for coating applications, concrete float, and piles. Contractor shall also be responsible for on-site inspection, including rebar placement, concrete pours, and welding. Contractor's certified inspectors will report their findings and notify the Port and construction contractor immediately if there are any deficiencies identified. Offsite inspection will include precast construction of the piles and floats, construction of the steel barge, and steel pipe piles. Contractor is assuming that the Port will be bringing on board an outside Construction Management service to manage the process during construction.

Phase III Deliverables will include the following;

- All required Testing and Special Inspection documentation at end of project
 - One (1) hardcopy set and PDF of the as-built design drawings prepared at project completion.
3. **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. 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.
 4. **Reports.** Contractor shall submit written reports as requested by the Port of San Francisco. Format for the content of such reports shall be determined by the Port of San Francisco. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.
 5. **Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the Port of San Francisco will be Joe Roger

Appendix B Calculation of Charges

Appendix B - Calculation of Charges

In accordance with Section 3.3.1 of this Agreement, the total compensation payable under this Agreement to COWI and OLMM Joint Venture (referred to also as "Contractor") is detailed below, inclusive of all costs and meetings required to complete work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 3 of this Agreement.

Payment Requests and Insurance Documentation should be sent to:
Port of San Francisco - Contracts
Pier 1
San Francisco, CA 94111

Payments for Deliverables or Tasks

Total compensation for the Contractor's scope of services under this Agreement will not exceed \$ 3,981,369, on a lump sum basis for the Scope of Services set forth in Appendix A of this Agreement, inclusive of all labor, materials, equipment, and Contractor's incidental expenses, subject to the assumptions, limitations and exclusions described. This not-to-exceed fee shall not be increased without written authorization by the Port of San Francisco.

Contractor will not be entitled to reimbursement for reimbursement of travel expenses or other costs incurred in performing the services set forth in Appendix A such as mileage, costs for Contractor's meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc., without prior written approval of the Port.

Payments will be made by the Port to Contractor within 30 days after the Port has received Contractor's payment request in accordance with Article 3 of this Agreement, provided that:

- 1) The Port has accepted as satisfactory, in the Port's sole and absolute discretion, the services rendered by the Contractor to the Port in accordance with this Agreement;
- 2) A written status report has been provided to the Port by Contractor as part of the Contractor's payment request documenting, to the extent practicable, the Contractor's completion of tasks (stated as a percentage) identified in **schedule Appendix B-1 (attached hereto)**; and
- 3) Insurance documentation is current in accordance with Article 5 of the Agreement.

Prior to the City's issuance of payment, each status report shall be signed by the Port's Project Manager indicating his/her agreement with the Contractor's description of completion of tasks identified in the status report. To the extent practicable, the Contractor shall submit monthly invoices reflecting the percentage of completion of those tasks identified in attached schedule Appendix B-1.

Appendix B-1
Schedule of Payments and Deliverables

Description of Deliverable	Total Available to Invoice	Completion Date
Phase I: Conceptual Architectural and Engineering Design and Alternatives Analysis		
Task 1: Review Existing Documentation	\$26,270	February 2017
Task 2 : Stakeholder Interviews and Meetings	\$31,770	July 2017
Task 3: Sediment Investigation	\$74,763	July 2017
Task 4: Agency Outreach and Meetings	\$33,027	July 2017
Task 5: Conceptual Design	\$449,995	July 2017
	Phase I Total	\$615,825
Phase II: Engineering Design Development		
Task 1: 60% Design Submittal	\$647,066	April 2018
Task 2: 95% Design Submittal	\$539,753	January 2019
Task 3: 100% Design Submittal	\$453,470	April 2019
Task 4: Environmental Review for CEQA	\$913,580	March 2019
Task 5: Permitting	\$230,648	March 2019
Task 6: Agency and Public Meeting Support	\$55,351	March 2019
	Phase II Total	\$2,839,868
Phase III: Bid and Construction Stage Architectural & Engineering Services		
Task 1: Bid and Construction Support	\$525,676	December 2021
	Phase III Total	\$525,676
10 % Contract Contingency		
Total \$ 3,981,369.00		

Appendix C

Labor Standards – Prevailing Wages

1. Prevailing Wages. Contractor understands and agrees that all provisions of Section 1770, et seq., of the California Labor Code are hereby incorporated into this Agreement with respect to any services for any public work or improvement as defined by the California Prevailing Wage Law (California Labor Code Sections 1720 – 1861).

2. Services to be performed by Contractor under this Agreement may involve the performance of services or trade work covered by the provisions of Sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code. All provisions of Sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code are incorporated herein, including, but not limited to, the following:

a. Contractor shall pay to all persons performing services not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employment, including such wages for holiday and overtime work.

b. Contractor shall insert in every subcontract or other arrangement, for the performance of any services for this Agreement, a provision that said subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

c. Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing services for this Agreement. Such records shall include the name, address and social security number of each worker who provided services, 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 the services for this Agreement shall keep a like record of each person engaged in the execution of the subcontract. These records shall at all times be available for inspection and examination by the City and its authorized representatives and the California Department of Industrial Relations.

d. Should Contractor or any subcontractor which performs any of the services herein required, fail or neglect to pay to the persons who shall perform labor under this Agreement, subcontract or other arrangement for the services, the highest 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 Labor Code Section 1775 but not less than \$50 per worker per day. The City, when certifying any payment which may become due under the terms of the Agreement, shall deduct from the amount that would otherwise be due for such payment the amount of said forfeiture or forfeitures as so certified.

e. No person performing labor or rendering service in the performance of the Agreement or a subcontract for the services herein required shall perform labor for a longer

period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. Contractor or any subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in Labor Code Section 1775 but not less than \$50 per worker per day.

3. Highest Prevailing Wage Rates. The most current highest prevailing wage rate determinations made at the time of the Effective Date of this Agreement are hereby incorporated as part of the Agreement. No adjustments in the compensation due for services performed will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.

a. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

b. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the California Division of Labor Statistics and Research, Prevailing Wage Unit at telephone (415) 703-4774 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.

c. All Services performed are subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and the San Francisco Office of Labor Standards Enforcement.

4. Jobsite Notices. Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where services are to be performed.

5. Certification of Payroll Records. Contractor shall comply with the requirements of Section 1776 of the California Labor Code, or as amended from time to time, regarding the preparation, keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its subcontractors of all tiers.

a. No monthly payments for Services completed will be processed until Contractor has submitted weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of all subcontractors for all services performed.

b. For contracts awarded on or after April 1, 2015, no monthly payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

c. **Electronic Submittal of Records:** Effective January 1, 2016, no monthly payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period, regardless of the date of award of the contract.

(1) Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on

the World Wide Web through a web browser. The Contractor and each subcontractor will be assigned a log-on identification and password to access the PRS.

(2) Contractor and its subcontractors shall submit certified payrolls to the California Department of Industrial Relations in the manner specified by the DIR.

(3) Use of the PRS may require Contractor and subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.

(4) The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all subcontractors and/or their designated representatives must attend the PRS training session.

(5) Contractor shall comply with the requirements of subparagraphs 5.c.(1), c.(2) and c.(3), above, **Error! Reference source not found.** at no additional cost to the City

(6) The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of certified payrolls.

(7) Contractor shall be solely responsible for compliance with California Labor Code Section 1776. The City shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

d. **Contractor Prompt Payment.** Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.22(q) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.22(q), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.22(q).

6. Availability of Records for Audit and Inspection: Contractor shall certify the payroll records under penalty of perjury and submit the records electronically to the City and, where required, to the California Department of Industrial Relations. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor, or, if it has no job site office, at its office closest to the job site, on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.

b. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.

c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Contractor.

d. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.

e. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under California Labor Code Section 1776(e), as that section may be amended from time to time.

f. Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.

7. In the event that Contractor receives a written notification of noncompliance with Labor Code Section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in Labor Code Section 1776. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from payments otherwise due under this Agreement.

8. Labor Standards Enforcement: All services performed are subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations ("DIR") and the San Francisco Office of Labor Standards Enforcement.

a. In accordance with Administrative Code section 6.22(e)(7) and section 6.24 and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows:

1) Contractor will cooperate fully with the DIR and 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 contractors by the San Francisco Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

2) Contractor agrees that the DIR and 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.

3) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.

4) Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed..

5) The DIR and the Labor Standards Enforcement Officer may audit such records of Contractor as is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the San Francisco Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

9. Ineligible Contractors or Subcontractors: Under California Public Contract Code section 6109, Contractor or subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing services under this Agreement.

a. Any contract to perform any of the services for in this Agreement entered into between Contractor and a debarred subcontractor is void as a matter of law.

b. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Contractor shall return to the City any public money that may have been paid to a debarred subcontractor by Contractor.

c. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to perform Services under this Agreement.

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of October 25, 2017, in San Francisco, California, by and between COWI and OLMM Joint Venture, whose principal place of business is located at 1300 Clay Street #700, Oakland, CA 94612 ("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 add subcontractors to the existing contract; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal ("RFP") issued on August 5, 2016 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 44753 15/16 on June 20, 2016;

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated January 3, 2017 between Contractor and City.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 Section 4.3. Section 4.3 Subcontracting of the Agreement currently reads as follows:

4.3 Subcontracting. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below

RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc

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

4.3 Subcontracting. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc.

Surface Design

F3 & Associates

eTrac, Inc.

Lotus Water

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after October 25, 2017.

Article 4 Legal Effect

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:



Rod Iwashita
Chief Harbor Engineer
Port of San Francisco



Elaine Forbes
Executive Director
Port of San Francisco

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Timothy Yoshida
Deputy City Attorney

CONTRACTOR

COWI and OLMM Joint Venture



Hamid Fatehi
COWI Marine North America
Senior Engineer
1300 Clay St #700
Oakland, CA 94612



Sunil Gupta
Principal
OLMM Consulting Engineers
701 Sutter Street, 4th Floor
San Francisco, CA 94109

City vendor number: 98166

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of August 17, 2018, in San Francisco, California, by and between COWI and OLMM Joint Venture, whose principal place of business is located at 1300 Clay Street #700, Oakland, CA 94612 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through the Port Executive Director or the Executive Director's designated agent, hereinafter referred to as "Designee".

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 value of the contract by \$785,166 resulting in an amended contract amount not to exceed \$4,766,535; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 a Request for Proposal ("RFP") issued on August 5, 2016 and this modification is consistent therewith; and

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated January 3, 2017 between Contractor and City as amended by the:

First Amendment, dated October 25, 2018

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

Section 4.3 Section 4.3 Subcontracting of the Agreement currently reads as follows:

4.3 Subcontracting. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below

RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc

Surface Design

F3 & Associates

eTrac, Inc.

Lotus Water

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

4.3 Subcontracting. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below

RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc

Surface Design

F3 & Associates

eTrac, Inc.

Lotus Water

Mott McDonald

Integral Consulting Inc.

ORIGINAL → \$4,113,722
Amendment → 785,166

4,898,888

→ 4,766,535
- 785,166

3,981,369

Section 3.3.1. Section 3.3.1 Payment of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges". Compensation shall be made for Services identified in the invoice that the Executive Director of the Port of San Francisco, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice

exists. In no event shall the amount of this Agreement exceed three million nine hundred eighty one thousand and three hundred sixty nine dollars (\$3,981,369). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges", attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B-1, "Calculation of Charges". Compensation shall be made for Services identified in the invoice that the Executive Director of the Port of San Francisco, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed four million seven hundred sixty six thousand and five hundred thirty five dollars (\$4,766,535). The breakdown of charges associated with this Agreement appears in Appendix B-1, "Calculation of Charges", attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2b. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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 www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. 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.

b. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after August 17, 2018.

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

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

CITY

Recommended by:



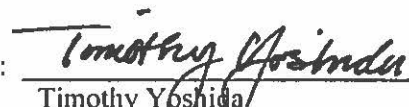
Rod Iwashita
Chief Harbor Engineer
Port of San Francisco



Elaine Forbes
Executive Director
Port of San Francisco

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Timothy Yoshida
Deputy City Attorney

CONTRACTOR

COWI and OLMM Joint Venture



Hamid Fatehi
COWI Marine North America
Senior Engineer
1300 Clay St #700
Oakland, CA 94612



Sunil Gupta
OLMM Consulting Engineers
Principal
156 Ellis Street, 2nd Floor
San Francisco, CA 94102

City vendor number: 98166

**City and County of San Francisco
Port of San Francisco**

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of first day of January 2022, in San Francisco, California, by and between COWI and OLMM Joint Venture (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through the Port of San Francisco.

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 extend the performance period; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6 through a request for proposals issued on August 5, 2016 and this modification is consistent therewith; and

WHEREAS, the City’s Port Commission approved this Agreement by resolution 16-44 on November 15, 2016.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated January 1, 2022 between Contractor and City,

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “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).

2.2 Assignment. *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

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.

2.3 Withholding. *The following is hereby added to Article 7 of the Agreement:*

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.

2.4 Consideration of Salary History. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.14 in its entirety:*

10.14 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.

2.5 Limitations on Contributions. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

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.

2.6 Reserved. (Distribution of Beverages and Water)

2.7 Notification of Legal Requests. *The following section is hereby added and incorporated in Article 11 of the Agreement:*

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.

2.9 Management of Private, Proprietary or Confidential Information and City Data. *The following is hereby added and incorporated into Article 11 of the Agreement:*

11.15 Management of Private, Proprietary or Confidential Information and City Data.

11.15.1 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.

11.15.2 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.

11.15.3 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.

11.15.4 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.

2.10 Expiration Date of Contract. *Section 2.1 of the Agreement currently reads as follows:*

The term of this Agreement shall commence on the latter of: (i) January 3, 2017; or (ii) the Effective Date and expire on January 3, 2022, unless earlier terminated as otherwise provided herein.

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

The term of this Agreement shall commence on the latter of: (i) January 3, 2017; or (ii) the Effective Date and expire on January 3, 2024, unless earlier terminated as otherwise provided herein.

Article 3 Effective Date

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

Article 4 Legal Effect

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:

DocuSigned by:

6DEF8DB60C1EC463...
Shannon Cairns
Engineering Division
Port of San Francisco

DocuSigned by:

BD2F0B603FFE43F...
Elaine Forbes
Executive Director
Port of San Francisco

CONTRACTOR

COWI and OLMM Joint Venture

DocuSigned by:

27ECB96BE22B4BE...
Jack Gerwick
COWI Marine North America
Vice President

DocuSigned by:

78A1F4F3C2E344B...
Badri Prasad
OLMM Consulting Engineers
Principal

Approved as to Form:

City Supplier number: 000022160

David Chiu
City Attorney

By: DocuSigned by:

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Richard Robinson
Deputy City Attorney

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

Fourth Amendment

THIS **FOURTH** AMENDMENT (“Amendment”) is made as of **January 30, 2024** in San Francisco, California, by and between **COWI and OLMM Joint Venture** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through the Port of San Francisco, effective as of January 3, 2024.

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 extend the performance period; and

WHEREAS, Contractor was competitively selected pursuant to Chapter 6 of the San Francisco Administrative Code through a Request for Proposals issued on August 5, 2016 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, approval for the original Agreement was obtained on June 20, 2016 from the Civil Service Commission under PSC number 44753 – 15/16 in the amount of \$8,000,000 for the period commencing May 1, 2016 and ending May 1, 2021; and

WHEREAS, this Amendment is consistent with an approval obtained on August 15, 2022 from the Civil Service Commission under PSC number 44753 – 15-16 in the amount of \$8,000,000 for the period commencing April 13, 2022 and ending June 30, 2026, and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Port Commission under Resolution 23-54 approved on December 12, 2023 for the period commencing January 4, 2024 and ending June 16, 2026; and

WHEREAS, the term of the Agreement expired as of January 3, 2024;

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

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and compensation paid.

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 June 3, 2017 between Contractor and City, as amended by the:

First Amendment,	dated October 25, 2017, and
Second Amendment,	dated August 17, 2018, and
Third Amendment,	dated January 1, 2022, and

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 2. Section 2.1 of the Agreement currently reads as follows:

The term of this Agreement shall commence on the latter of: (i) January 3, 2017; or (ii) Effective Date and expire on January 3, 2024, unless earlier terminated as otherwise provided herein.

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

The term of this Agreement shall commence on the latter of: (i) January 3, 2017; or (ii) Effective Date and expire on June 16, 2026, unless earlier terminated as otherwise provided herein.

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 **Article 13 Data and Security. Section 11.15 of the Agreement (Management of Private, Proprietary or Confidential Information and City Data) is hereby deleted in its entirety. Article 13 is hereby added 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 continental 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 January 22, 2024.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:

DocuSigned by:

Uday Prasad

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Uday Prasad

Acting Chief Harbor Engineer
Port of San Francisco

DocuSigned by:

Elaine Forbes

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Elaine Forbes

Executive Director
Port of San Francisco

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

By:

Richard E. Robinson

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Richard E. Robinson
Deputy City Attorney

CONTRACTOR

COWI and OLMM Joint Venture

DocuSigned by:

Jack Gersick, P.E.

27ECB96BE22B4BF...

Jack Gerwick, P.E.

Vice President
COWI North America
555 12th Street, Suite 1700
Oakland, CA 94607

DocuSigned by:

Badri K Prasad, SE

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Badri K Prasad, SE

Principal | President
OLMM Consulting Engineers
156 Ellis St, 2nd Floor
San Francisco, CA 94102

City Supplier number: 13932

**City and County of San Francisco
Port of San Francisco
with**

COWI OLMM Joint Venture

Mission Bay Ferry Landing

1000003415

Fifth Amendment

THIS **FIFTH** AMENDMENT (“Amendment”) is made as of **June 12, 2025** in San Francisco, California, by and between **COWI OLMM JOINT VENTURE** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through the Port of San Francisco, effective as of May 22, 2025.

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 Chapter 6 of the San Francisco Administrative Code through a Request for Proposals issued on August 5, 2016 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 from City’s Civil Service Commission under PSC number 44753 – 15/16 approved on August 15, 2022 in the amount of \$8,000,000 for the period commencing April 13, 2022, and ending June 30, 2026; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Port Commission under Resolution 25-27 approved on May 13, 2025 to increase the contract amount by \$1,644,848 and to authorize the addition of two subcontractors; 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 June 3, 2017 between Contractor and City, as amended by the:

First Amendment	dated October 25, 2017, and
Second Amendment	dated August 17, 2018, and
Third Amendment	dated January 1, 2022, and
Fourth Amendment	dated January 30, 2024

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 of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 Article 3. Section 3.3 of the Agreement was amended through Second Amendment dated August 17, 2018 and currently reads as follows:

In no event shall the amount of this Agreement exceed four million, seven hundred sixty-six thousand, five hundred and thirty five Dollars (\$4,766,535).

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

In no event shall the amount of this Agreement exceed six million, four hundred and eleven thousand, three hundred and eighty-three Dollars (\$6,411,383).

2.2 Section 4.3. Section 4.3 of the Agreement through Amendment 1 dated October 25, 2017 and currently reads as follows:

4.3 Subcontracting. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting

LCW Consulting

Pacific EcoRisk

Robin Chiang & Company

Geotechnical Consultants, Inc

Boudreau Associates LLC

Orion Environmental Associates

HRA Consulting Engineers

MHC Engineers, Inc.

Surface Design

F3 & Associates

eTrac, Inc

Lotus Water

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

4.3 Subcontracting. 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

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RES Engineers, Inc.

M Lee Corporation

Jacobs Engineering Group

ESA Inc.

Adavant Consulting
LCW Consulting
Pacific EcoRisk
Robin Chiang & Company
Geotechnical Consultants, Inc
Boudreau Associates LLC
Orion Environmental Associates
HRA Consulting Engineers
MHC Engineers, Inc.
Surface Design
F3 & Associates
eTrac, Inc
Lotus Water

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **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

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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY

Recommended by:

DocuSigned by:



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Wendy Proctor

Interim Deputy Director, Engineering
Port of San Francisco

DocuSigned by:



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Elaine Forbes

Executive Director
Port of San Francisco

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:



By:

49022E5E0029448

Richard E Robinson
Deputy City Attorney

CONTRACTOR

COWI and OLMM Joint Venture

Signed by:



27ECB96BE22B4BF

Jack Gerwick, P.E.

Vice-President

COWI North America

555 12th Street, Suite 1700

Oakland, CA 94607

DocuSigned by:



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Badri K. Prasad, P.E.

Principal | President

OLMM Consulting Engineers

156 Ellis St. 2nd Floor

San Francisco, CA 94102

City Supplier number: 000002216

MEMORANDUM

May 3, 2018

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. Gail Gilman
Hon. Victor G. Makras
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Request approval to execute an amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to increase the contract amount by \$785,166, resulting in an amended contract amount not to exceed \$4,766,535

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution

EXECUTIVE SUMMARY

Port staff seeks authorization to execute an amendment to the professional services contract with COWI/OLMM Joint Venture (COWI) for architectural and engineering services for the Mission Bay Ferry Landing Project (the Project). On November 10, 2016, the Port Commission authorized a total contract award of \$4,379,506, of which \$3,981,369 was the award and \$398,137 was for the contingency. Port staff inadvertently awarded the contract for \$3,981,369 and did not include the authorized contingency. The proposed amendment will increase the contract amount by \$785,166, resulting in an amended contract amount not to exceed \$4,766,535. The total proposed change to the contract is 19.7% above the original contract amount.

The Project team discovered unforeseen conditions that require additional engineering services and warrant an increase in the contract amount. The primary unforeseen condition is the high level of sediment contamination in the dredging footprint that requires additional sampling, analysis, and permanent protective cap design.

THIS PRINT COVERS CALENDAR ITEM NO. 11B

The Mission Bay Ferry Landing will provide critical regional ferry service to and from the Mission Bay neighborhood, one of the fastest growing neighborhoods in San Francisco, as well as the Dogpatch, Potrero Hill, Pier 70, and the Central Waterfront neighborhoods. The Ferry Landing will further activate existing maritime activity along our working waterfront.

When completed, the Mission Bay Ferry Landing will provide the capability to berth two ferry boats simultaneously and may include a nearby water taxi landing. The ferry landing would sit within a half mile of approximately 11,000 new housing units, 7 million square feet of new office and commercial space, over 1 million square feet of new retail space and 70 acres of public open space. Additionally, the ferry landing location is planned within one block from the Muni T-Third line, which is underway for an extension to San Francisco's Chinatown neighborhood. The ferry landing will be within easy walking distance to the UCSF Mission Bay hospital and campus, the new Golden State Warriors Chase Center, and to San Francisco's related life sciences community.

Staff estimates that the ferry landing will have the capacity to handle up to 6,000 passengers per day. The ferry landing is essential to alleviate current regional transportation overcrowding, and provide transportation resiliency in the event of an earthquake, BART or Bay Bridge failure, or other unplanned events. Ferry service will reduce our community's carbon footprint, and consideration for sea level rise will be incorporated in the ferry landing design.

STRATEGIC OBJECTIVE

This Project supports the goals of the Port's Strategic Plan as follows:

Livability

Increasing the proportion of funds spent by the Port with LBE and micro-LBEs, and by proactively working with transportation agency partners to ensure integrated transportation plans to ease traffic congestion on the waterfront.

Sustainability

Implementing leasing and development policies that support the City's climate goals and minimizing carbon emissions.

Economic Vitality

Expanding the system of active water berths for visiting transportation vessels.

BACKGROUND

The Port and San Francisco Water Emergency Transportation Authority (WETA) are pursuing development of the Mission Bay Ferry Landing to create a southern hub for ferry service into San Francisco that will address regional transportation demand generated by current and future development near Mission Bay.

On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project.

On November 10, 2016, the Port Commission authorized Port staff to award a contract to the COWI/OLMM Joint Venture (referred to herein as COWI) for \$3,981,369 and authorized a contract contingency of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Port Commission Resolution No. 16-44.). However, Port staff inadvertently excluded the contingency authorization in the contract award. The contract was awarded in the amount of \$3,981,369 and COWI started Project work in early 2017.

Staff recommends a contract amendment to include the contract \$785,166 for the following scope:

SCOPE OF WORK

Under the contract, COWI's work has been divided into three primary phases:

- Phase 1: Conceptual Architectural and Engineering ("A/E") Design and Ferry Landing Location Alternatives Analysis
- Phase 2: Engineering Design for the Development at the Selected Ferry Landing Site as well as assisting with obtaining environmental permits under CEQA (California Environmental Quality Act) and NEPA (National Environmental Policy Act).
- Phase 3: Bid and Construction Stage A/E Services – Not yet started at this time.

Since the contract award, COWI has completed Phase 1. The site on Terry Francois Boulevard at 16th Street was selected for the ferry landing and the Water Taxi is to be placed approximately 400 feet south of the ferry landing site. The locations of the final two ferry landing sites were within 200 feet of each other.

Phase 2 of the contract provides for the detailed design of the piles, floats, gangways, fixed piers, canopies, utilities, landside improvements as well as dredging. This required the following services:

- Interview project stakeholders to establish additional ferry terminal design criteria.
- Perform the soil sediment investigation for dredging as well as for structural design.
- Commence the regulatory agency outreach and environmental permit applications.
- Conduct public outreach.
- Prepare A/E designs for the selected ferry landing site, including construction cost estimates.

- Complete the selected site A/E design, including all specifications, drawings, and regulatory and environmental permits.

The design is currently at 60% completion.

During Phase 2, Port staff and COWI encountered several unanticipated items which require additional engineering, sampling, and analysis. Therefore, the proposed contract amendment is needed for additional funding to pay for the following services to complete the Project design:

- The selected dredging footprint requires significantly more sampling and analysis due to the discovery of sediment contamination. In addition, the final exposed dredge layer at navigation depth was found to have levels of contamination that require a sediment transport analysis and the design of a permanent protective cap. The approximate cost of these tasks is \$600,000.
- Other unanticipated items comprise the remainder of the requested contract funding increase, such as unanticipated subsurface rock layers discovered by the soil sediment investigation, request of a physical architectural model of the canopy by regulatory agencies, integration issues for utilities and drainage due to the adjacent Terry Francois Boulevard Relocation.
- COWI has credited the project budget with approximately \$250,000 in cost reduction from the San Francisco City Planning Department's approval of a Mitigated Negative Declaration (MND) for CEQA instead an Environmental Impact Report, originally anticipated in the Request for Proposal. An MND has fewer requirements and shorter duration.
- The amendment also includes a \$100,000 contingency to address unforeseen conditions.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION

COWI is currently exceeding its 20% Local Business Enterprise (LBE) subcontracting requirement under the contract. The LBE subcontracting requirement for this project is being met by utilizing the firms identified in *Table 1*. Certified LBEs will be performing 28% or \$1,352,663 of the total contract work. Of the \$785,165 contract increase, \$329,541 (41%) will go to certified LBEs.

In addition to the LBE sub-consultants identified in *Table 1*, OLMM as the contractor's joint venture partner will self-perform 15 % or \$715,050 of the contract work. OLMM is an Asian- American, LBE-MBE, firm certified to provide structural engineering and construction management support.

Table 1: Mission Bay Ferry Landing LBE Participation

Firm	Portion of Work	% of Contract Work	Amount of Contract	Amount of Increase	LBE Type	MBE Ethnicity
Robin Chiang & Company	Architecture	4.8%	\$230,103	\$24,500	MBE	Asian-American
Geotechnical Consultants	Geotechnical Engineering	4.4%	\$207,668	\$48,663	MBE	Asian-American
HRA Consulting Engineers	Electrical Engineering	2.7%	\$127,326	\$5,996	MBE	Iranian-American
MHC Engineers	Mechanical Engineering	0.6%	\$30,000	\$15,000	MBE	Asian-American
RES Engineers, Inc.	Special Inspection & Testing	0.9%	\$41,330	-	MBE	Asian-American
M. LEE Corporation	Cost Estimating	1.9%	\$90,314	-	MBE	Asian-American
Boudreau Associates	Permitting, Sediment Characterization	4.6%	\$213,242	\$55,182	WBE	
Orion Environmental Associates	CEQA	2.6%	\$119,250	-	MBE	Asian-American
Adavant Consulting	CEQA	1.2%	\$56,415	-	OBE	
LCW Consulting	CEQA	1.2%	\$56,415	-	WBE	
Surface Design	Landscape Architecture	2.3%	\$109,500	\$109,500	OBE	
Lotus Water	Civil & Hydrology	1.5%	\$71,100	\$71,100	OBE	
	Total	28%	\$1,352,663	\$329,541		

The proposed amendment will increase the contract amount by 19.7% of the original contract amount. The proposed amendment would also add two new subcontractors: Mott MacDonald and Integral Consulting Inc. These firms are not LBE firms and were selected because they specialize in sediment transport analysis and marine protective cap design necessary to complete the new scope items. Marine protective cap design work and related sediment transport analysis are highly specialized and requires regional and national expertise. Although Mott MacDonald and Integral Consulting maintain offices in San Francisco the firms are not eligible for Local Business Enterprise Certification as their principal place of business are located outside of California. Port staff has consulted with CMD on the proposed addition of these subcontracts and CMD concurs.

PROJECT SCHEDULE

Assuming that the Port Commission approves the contract amendment, the following project milestones will apply to the remaining contract schedule:

- | | |
|--|---------------|
| • NTP Professional Services (A/E) Contract | Feb 2017 |
| • 100% Design Complete | October 2018 |
| • Authorize to Advertise Construction | December 2018 |
| • Receive All Environmental Permits | March 2019 |
| • Authorize to Award Construction | March 2019 |
| • Notice to Proceed | May 2019 |
| • Construction/Fabrication Start | June 2019 |
| • Construction Complete | February 2021 |

FUNDING

COWI/OLMM's contract is funded by \$6,970,000 from the FY 2016-2017 and 2017-2018 Capital Budgets, including \$3,470,000 from Port Fund Balance and \$3,500,000 million from the General Fund, for planning, design, and entitlements. The current appropriation has sufficient funds for the proposed amendment to the contract. The following outlines the amount of the original contract award, the proposed contract amendment, and the resulting total contract cost:

\$3,981,369	Original Contract Award
	Proposed Amendment (10% contract contingency of \$398,137 plus
\$ 785,166	9.7% additional increase of \$387,029)
\$4,766,535	Total Amended Design Contract and Budget

As indicated above, the design consultant COWI discovered unforeseen Project conditions that require additional engineering services, and warrant an increase in the contract amount. The contingency fund previously authorized by the Port Commission was inadvertently not included in the contract. Therefore, staff recommends the Port Commission approval a contract amendment to increase the contract \$785,166 for additional services described above for the second contract amendment, and to add two needed subcontractors, Mott McDonald and Integral Consulting Inc., for sediment transport analysis and protective cap design.

RECOMMENDATION

Port staff requests Port Commission authorization to execute a contract amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to increase the contract amount by \$785,166, resulting in an amended contract amount not to exceed \$4,766,535.

Prepared by: Jonathan Roman
Project Manager

Prepared for: Rod Iwashita
Chief Harbor Engineer

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 18-30

- WHEREAS, On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project (the "Project"); and
- WHEREAS, On November 10, 2016, the Port Commission authorized Port staff to award a contract for architectural and engineering consulting services for the Project to COWI/OLMM Joint Venture for the amount \$3,981,369 and authorized a contract contingency fund of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Port Commission Resolution 16-44); however, the contract was inadvertently awarded for \$3,981,369 and did not include the contingency; and
- WHEREAS, Port staff issued a Notice to Proceed to COWI/OLMM Joint Venture (hereinafter "COWI") in early 2017; and
- WHEREAS, On October 25, 2017, Port staff modified the contract with COWI, by executing a contract amendment No 1, to add additional subcontractors to the contract; and
- WHEREAS, During Phase 2 of COWI's contract, Port staff and COWI encountered unanticipated Project circumstances, including contaminated sediment, which require additional engineering, sampling and analysis, and justify a contract amendment for additional funds and services, as described in the accompanying staff report; and
- WHEREAS, Port staff now recommend that the Port Commission authorize a contract amendment to the contract with COWI to authorize funds to pay for such additional services; and
- WHEREAS, Port staff have negotiated with COWI an amount of \$785,166 for these additional engineering design services which represents a fair and reasonable value in staff's determination; and
- WHEREAS, Port staff recommends to add to the contract two needed subcontractors, Mott McDonald and Integral Consulting Inc., for sediment transport analysis and marine protective cap design due to discovery of sediment contamination; and

WHEREAS, The contract amendment will incorporate the existing Local Business Enterprise subcontracting participation commitment of 28% established by the City Contract Monitoring Division; now, therefore, be it

RESOLVED, that the San Francisco Port Commission hereby authorizes Port staff to execute a contract amendment to the contract with COWI/OLMM Joint Venture, to increase the contract amount by \$785,166, resulting in an amended contract amount not to exceed \$4,766,535.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 8, 2018.

Secretary



MEMORANDUM

December 8, 2023

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. Gail Gilman
Hon. Ed Harrington
Hon. Steven Lee

FROM: Elaine Forbes
Executive Director

SUBJECT: Request approval to execute an amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to extend the contract term through June 16, 2026.

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution No. 23-54

EXECUTIVE SUMMARY

Port staff seeks authorization to execute an amendment to the professional services contract with COWI/OLMM Joint Venture (COWI) for architectural and engineering services for the Mission Bay Ferry Landing Project (MBFL). On August 5, 2016, the Port advertised a Request for Proposals for Mission Bay Ferry Landing Architectural and Engineering Consulting Services for an original term of five years with the ability to extend based on the service and project needs at the Port's sole and absolute discretion. On November 15, 2016, the Port Commission awarded a contract with a five-year term, and an option to extend at the Port's sole and absolute discretion for an additional two years. The Port subsequently executed the contract with a term ending on January 2, 2022. On January 1, 2022, the Port amended the contract to extend the term through January 3, 2024. Port staff now seek to extend the contract term through June 16, 2026.

The Port has been working in partnership with the San Francisco Water Emergency Transportation Authority (WETA) to implement the MBFL project and boost WETA's ferry

THIS PRINT COVERS CALENDAR ITEM NO. 10C

service to the central waterfront. The MBFL project has been delayed by several factors, including the onset of the COVID-19 pandemic as well as a legal challenge to Regional Measure 3 (RM3), among other items. The RM3 legal challenge was resolved in March 2023 and other questions have also been addressed to the point where Port and WETA staff have refocused their collaboration to analyze the best approach to implementing the MBFL project.

Through these collaborations, WETA has advised that the project plan needs to expand from the base MBFL project to address certain other issues that have become more salient over time. For example, the original plan for the MBFL project was to construct the ferry landing infrastructure without the full electrical connection needed for vessel charging; full electrification was expected to be a follow-on project. However, the project delay means that WETA is facing an upcoming California Air Resources Board (CARB) deadline for zero-emission ferry service and therefore the parties will be required to deliver full electrification as part of the base project. Similarly, in the absence of MBFL, WETA has implemented a temporary ferry terminal for special event service and has recently begun pilot commuter operations at Pier 48.5. Accordingly, WETA has asked that the project plan for MBFL implementation also address the modification and/or removal of the Pier 48.5 assets owned by WETA in support of its service goals. The Port supports these modifications to the project plan in support of a cohesive funding and implementation strategy for the MBFL project that will best deliver improved ferry service to the central waterfront.

WETA has sought and obtained approval from its Board of Directors to spend \$700k on a consultant contract to assist the parties in analyzing these and other related issues. The proposed extension of the term of the Port's contract with COWI is intended to provide the parties with access to the COWI design team for these collaborative efforts. Port staff will report back to the Port Commission after the completion of this analytical work with an assessment of project scope changes, funding and delivery strategy, and projected timeline.

STRATEGIC OBJECTIVES

This Project supports the goals of the Port's Strategic Plan as follows:

Resilience:

Reduce seismic and climate change risks to protect the waterfront, City neighborhoods, and infrastructure.

The additional capacity added by WETA with MBFL bolsters emergency preparedness for the region by providing critical redundancy should other transportation infrastructure be compromised and by improving access for fire boats to the southern waterfront. The landing is designed to accommodate future projected sea level rise.

Sustainability:

Advance environmental stewardship to limit climate change and protect the Bay.

MBFL will help to address climate change and local pollution impacts by reducing vehicle miles traveled and utilizing the region's first zero-emission ferry vessel.

Evolution:

Evolve the waterfront to respond to changing public and Port needs.

MBFL is responding to development in the central and southern waterfront by providing transit access to new and existing residential, employment, and recreational uses in the area.

BACKGROUND

The Port and WETA are pursuing the development of the Mission Bay Ferry Landing to create a southern hub for ferry service into San Francisco that will address regional transportation demand generated by current and future developments near Mission Bay, including the Port's developments at Mission Rock and Pier 70.

On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project (Port Commission Resolution 16-29).

On November 15, 2016, the Port Commission authorized Port staff to award a contract to the COWI/OLMM Joint Venture for \$3,981,369 and authorized a contract contingency of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Port Commission Resolution 16-44). The contract was awarded in the amount of \$3,981,369 and COWI started Project work in early 2017.

On May 8, 2018, the Port Commission authorized Port staff to execute an amendment to the COWI contract to increase the contract amount by \$785,166 resulting in an amended contract amount not to exceed \$4,766,535 (Port Commission Resolution 18-30).

On January 1, 2022, the Port amended the contract to extend the contract term through January 3, 2024.

PROJECT SCOPE

Under the contract, COWI's work has been divided into three primary phases:

- Phase 1: Conceptual Architectural and Engineering ("A/E") Design and Ferry Landing Location Alternatives Analysis – Completed;
- Phase 2: Engineering Design for the Development at the Selected Ferry Landing Site as well as assisting with obtaining environmental permits under CEQA

(California Environmental Quality Act) and NEPA (National Environmental Policy Act) – Ongoing; and

- Phase 3: Bid and Construction Stage A/E Services – Not yet started.

Since the contract award, COWI has completed Phase 1. The site on Terry Francois Blvd. at 16th Street was selected for the ferry landing.

Phase 2 of the COWI contract provides for the detailed design of the piles, floats, gangways, fixed piers, canopies, utilities, landside improvements as well as dredging. This required the following services:

- Interview project stakeholders to establish additional ferry terminal design criteria.
- Perform the soil sediment investigation for dredging as well as for structural design.
- Commence the regulatory agency outreach and environmental permit applications.
- Conduct public outreach.
- Prepare A/E designs for the selected ferry landing site, including construction cost estimates.
- Complete the selected site A/E design, including all specifications, drawings, and regulatory and environmental permits.

Phase 2, Engineering Design, was largely completed in 2020. At that time, the Port Commission authorized Port staff to award Construction Contract No. 2830, Mission Bay Ferry Landing Dredging and Site Preparation to The Dutra Group. The MBFL Dredging and Site Preparation project supported the overall MBFL project by dredging and preparing the site for the ferry landing construction. The Dutra Group performed demolition and disposal of marine debris; dredging and disposal of the site dredge materials; and import and placement of a sand cap on a portion of the site. This work was completed in November 2020.

The remaining work to implement MBFL includes the installation of piles, floats, gangways, fixed piers, canopies, utilities, and landside improvements. While the design of these components was completed in 2020, the MBFL project has been delayed by several factors, including the onset of the COVID-19 pandemic as well as a legal challenge to Regional Measure 3 (RM3), among other items. The RM3 legal challenge was resolved in March 2023 and other questions have also been addressed to the point where Port and WETA staff have refocused their collaboration to analyze the best approach to implementing the MBFL project.

Through these collaborations, WETA has advised that the project plan needs to expand from the base MBFL project to address certain other issues that have become more salient over time. For example, the original plan for the MBFL project was to construct the ferry landing infrastructure without the full electrical connection needed for vessel charging; full electrification was expected to be a follow-on project. However, the project delay means that WETA is facing an upcoming California Air Resources Board (CARB) deadline for zero-emission ferry service and therefore the parties will be required to deliver full electrification as part of the base project. Similarly, in the absence of MBFL, WETA has implemented a temporary ferry terminal for special event service and has recently begun

pilot commuter operations at Pier 48.5. Accordingly, WETA has asked that the project plan for MBFL implementation also address the modification and/or removal of the Pier 48.5 assets owned by WETA in support of its service goals. The Port supports these modifications to the project plan in support of a cohesive funding and implementation strategy for the MBFL project that will best deliver improved ferry service to the central waterfront.

WETA has sought and obtained approval from its Board of Directors to spend \$700k on a consultant contract to assist the parties in analyzing these and other related issues. The proposed extension of the term of the Port's contract with COWI is intended to provide the parties with access to the COWI design team for these collaborative efforts. Port staff will report back to the Port Commission after the completion of this analytical work with an assessment of project scope changes, funding and delivery strategy, and projected timeline.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION

COWI/OLMM JV is exceeding the LBE subcontracting requirement of 20% with a total participation of 27.29%. In addition to the LBE subcontracting requirement, this joint venture received a rating bonus for committing that 40% of the prime-level work would be performed by OLMM. Currently, OLMM has performed 34% participation of Prime level work. The Joint Venture reports that OLMM will be the lead during the construction phase which will allow COWI/OLMM to meet the LBE JV partner participation requirement.

Table 1: Mission Bay Ferry Landing LBE Subcontractor Participation

LBE Subconsultant	Portion of Work	LBE Status	Listed	Actual
Robin Chiang & Company	Architecture	LBE MBE	5.20%	5.76%
Geotechnical Consultants	Geotechnical Engineering	LBE OBE	4.00%	4.40%
HRA Consulting Engineers	Electrical Engineering	LBE MBE	3.10%	2.42%
MHC Engineers	Mechanical Engineering	LBE MBE	0.40%	0.67%
RES Engineers, Inc.	Special Inspection & Testing	LBE MBE	1.00%	0.00%
M. Lee Corporation	Cost Estimating	LBE MBE	2.30%	2.60%
Boudreau Associates	Permitting, Sediment Characterization	LBE WBE	3.10%	4.90%
Orion Environmental Assocs.	CEQA	LBE MBE	4.10%	0.33%
Adavant Consulting	CEQA	LBE OBE	2.00%	0.74%
LCW Consulting	CEQA	LBE OBE	2.00%	0.87%
LBEs Added to Contract Post Award – Good Faith				
Surface Design	Landscape Architecture	LBE OBE	N/A	2.86%
Lotus Water	Civil & Hydrology	LBE OBE	N/A	1.74%
Total			27.2%	27.29%

PROJECT SCHEDULE AND FUNDING

Port staff will return to the Port Commission in 2024 after the completion of analytical work performed by consultants in collaboration with WETA with an assessment of project scope changes, funding and delivery strategy, and projected timeline.

The project has incurred delays due to COVID and funding constraints, primarily from the lawsuit challenging the RM 3 funds. Given these delays, an assessment of the best approach to implementing the project under current conditions will take place in 2024 and project implementation will take place in future in-water-work-windows (i.e., between June and November each year).

COWI/OLMM's contract is funded by the Port Harbor Capital Fund and 91% of the total contract amount of \$4,766,535 has been invoiced. The remaining capacity on the COWI contract will provide the Port and WETA team with access to the COWI design team for the 2024 assessment efforts.

RECOMMENDATION

Port staff recommends that the Port Commission authorize staff to execute an amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to extend the contract term through June 16, 2026.

Prepared by:	Shannon Cairns Project Manager, Engineering
Prepared for:	Wendy Proctor Acting Deputy Director, Engineering

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 23-54

- WHEREAS, On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project (the “Project”) (Port Commission Resolution 16-29); and
- WHEREAS, On November 15, 2016, the Port Commission authorized Port staff to award a contract for architectural and engineering consulting services for the Project to COWI/OLMM Joint Venture for the amount of \$3,981,369 and authorized a contract contingency fund of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Port Commission Resolution 16-44); and
- WHEREAS, Port staff issued a Notice to Proceed to COWI/OLMM Joint Venture (hereinafter “COWI”) in early 2017; and
- WHEREAS, On October 25, 2017, Port staff modified the contract with COWI by executing contract amendment No. 1 to add additional subcontractors to the contract; and
- WHEREAS, On May 8, 2018, the Port Commission authorized Port staff to execute amendment No. 2 to the COWI contract to increase the contract amount by \$785,166 resulting in an amended contract amount not to exceed \$4,766,535 (Port Commission Resolution 18-30); and
- WHEREAS, On January 1, 2022, Port staff modified the contract with COWI by executing contract amendment No. 3 to extend the contract term through January 3, 2024; and
- WHEREAS, Funding delays have resulted in a project delay requiring analysis and assessment of current conditions prior to project implementation; and
- WHEREAS, Port staff now recommend that the Port Commission authorize a contract amendment to the contract with COWI to extend the contract term through June 16, 2026; and
- WHEREAS, The contract amendment will incorporate the existing Local Business Enterprise subcontracting participation commitment of 20% established by the City Contract Monitoring Division; and now, therefore, be it

RESOLVED, That the San Francisco Port Commission hereby authorizes Port staff to execute a contract amendment to the contract with COWI/OLMM Joint Venture, to extend the contract term through June 16, 2026.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of December 12, 2023.

DocuSigned by:

A blue bracket on the left side of the signature line.

Secretary

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MEMORANDUM

May 9, 2025

TO: MEMBERS, PORT COMMISSION
Hon. Gail Gilman, Vice President
Hon. Willie Adams
Hon. Stephen Engblom
Hon. Steven Lee

FROM: Elaine Forbes
Executive Director 

SUBJECT: Request approval to execute an amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to increase the contract amount by \$1,644,848 resulting in an amended contract amount not to exceed \$6,411,383.

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution No. 25-27

EXECUTIVE SUMMARY

The Mission Bay Ferry Landing Project (the "Project") will provide critical regional ferry service to the Central Waterfront, one of the fastest growing neighborhoods, which includes Mission Bay, Mission Rock, Dogpatch, Potrero Hill, and Pier 70. The Project will further activate existing maritime activity along our working waterfront.

To design the Project, the Port Commission authorized the award for professional services contract (the "Contract") to COWI/OLMM Joint Venture ("COWI") on November 10, 2016, for \$3,981,369 (Port Commission Resolution No. 16-44). The Project has been delayed for reasons described below and the professional services contract has previously been amended for additional funds and time.

Port staff seeks authorization to execute an amendment to the Contract with COWI for architectural and engineering services for the Project to increase the contract amount. The requested increase is \$1,644,848, bringing the total not-to-exceed amount to

\$6,411,383; a 34.5% increase above the previously amended contract amount of \$4,766,535.

STRATEGIC OBJECTIVE

The Project supports the Port's 2021-2025 Strategic Plan through the following goals:

Equity: Create a diverse, equitable, and inclusive organization and waterfront, and empower Black, Indigenous, and other People of Color (BIPOC) in Port operations and opportunities through equitable policies and practices.

The Mission Bay Ferry Landing will provide critical regional ferry service to and from the Mission Bay neighborhood. Expanding multimodal transportation options to this area will ease congestion and reduce barriers to access that are inherent in private vehicle ownership. Regular ferry service will improve regional connectivity and provide access for all Bay Area residents to the jobs, services, and amenities of Mission Bay.

Sustainability: Advance environmental stewardship to limit climate change and protect the Bay.

The Project will complete the removal of marine debris at Pier 64 immediately north of the project area and complete the erosion protection layer on the sediment cap to prevent the spread of contaminated sediment. The future Mission Bay Ferry Landing Phase 2b: Ferry Landing and Upland Infrastructure project will provide transportation options that reduce neighborhood and region dependence on private vehicle use and will provide electric ferry charging for emission-free ferry vessel operations.

Evolution: Evolve the waterfront to respond to changing public and Port needs.

The Project will strengthen the Port financially by maximizing the value of Port property and increasing revenue opportunities for adjacent properties. Ferry service will attract and retain tenants that help build an economically viable Port.

BACKGROUND

The Port and San Francisco Bay Ferry ("SF Bay Ferry") are pursuing the development of the Project to create a hub for ferry service into San Francisco that will address regional transportation demand generated by current and future development near Mission Bay. The ferry service will provide transportation resiliency and reduce our community's carbon footprint.

When completed, the Mission Bay Ferry Landing will provide the capability to berth two ferry boats simultaneously and handle up to 6,000 passengers per day. The ferry landing location is within a half mile of approximately 11,000 new housing units, 7 million square feet of new office and commercial space, over 1 million square feet of new retail space and 70 acres of public open space. Additionally, the ferry landing location is planned within one block from the Muni T-Third line. The ferry landing will be within walking distance to the UCSF Mission Bay hospital and campus, the new Golden State Warriors Chase Center, and to San Francisco's related life sciences community. Sea level rise will be incorporated in the ferry landing design.

On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project.

On November 10, 2016, the Port Commission authorized Port staff to award a contract to the COWI/OLMM Joint Venture for \$3,981,369 and authorized a contract contingency of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Resolution No. 16-44).

Since adoption, the contract has been amended to increase the authorized Contract amount to \$4,766,535 (Resolution No. 18-30) and to extend the contract term through June 16, 2026 (Port Commission Resolution No. 23-54).

Staff recommends an additional Contract amendment to approve an addition of \$1,644,848 for the scope described below.

SCOPE OF WORK

As specified in the Contract, COWI's work has been divided into three primary phases:

- **Phase 1:** Conceptual Architectural and Engineering ("A/E") Design and Ferry Landing Location Alternatives Analysis.
- **Phase 2:** Engineering Design for the Development at the Selected Ferry Landing Site as well as assisting with obtaining environmental permits under CEQA (California Environmental Quality Act) and NEPA (National Environmental Policy Act).
- **Phase 3:** Bid and Construction Stage A/E Services – Not yet started at this time.

Since award of the Contract, COWI completed Phase 1 and brought Phase 2 to 95% completion.

The proposed contract amendment is needed to fund the following services to complete the Project design to 100% and provide construction support:

- **Electrification:** A critical component of resuming project work was the award of an Environmental Protection Agency (EPA) Clean Ports Grant for the electrification of the SF Bay Ferry system. This award expanded Project design and permitting scope to include electrical charging infrastructure for the ferry vessels docked at Mission Bay Ferry Landing.
- **Design Refresh:** The Project has been delayed by several factors, including the COVID-19 pandemic and a legal challenge to the Regional Measure 3 which was resolved in March 2023. The Port has resumed collaboration with SF Bay Ferry to implement the Project and has reactivated the contract work with the COWI team to complete the design portion of the project.

- **Construction Support:** The Project duration and scope have been modified since the Project started in 2017, service adjustments were funded through reallocating the budget assigned to Phase 3: Bid and Construction Stage A/E Services. This amendment replenishes the Phase 3 budget with adjustments for staff rates, Project escalation, and changes in Project scope.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION

COWI is currently exceeding its 20% Local Business Enterprise (LBE) subcontracting requirement under the Contract. The LBE subcontracting requirement for this project is being met by utilizing the firms identified in *Table 1*. Certified LBEs will be performing 26% or \$1,667,530 of the total Contract work. Of the \$1,644,848 Contract increase, \$401,702 (24.4%) will be paid to certified LBEs.

In addition to the LBE sub-consultants identified in *Table 1*, OLMM is a joint venture partner of COWI and will self-perform 16% or \$1,023,354 of the Contract work. OLMM is an Asian-American, LBE-MBE firm certified to provide structural engineering and construction management support.

Table 1: Mission Bay Ferry Landing LBE Participation

Firm	Portion of Work	% of Contract Work	Amount of Contract Work	Amount of Increase	LBE Type	MBE Ethnicity
Robin Chiang & Company	Architecture	6.1%	\$270,103	\$120,833	MBE	Asian-American
Geotechnical Consultants	Geotechnical Engineering	3.41%	\$207,668	\$11,013.85	MBE	Asian-American
HRA Consulting Engineers	Electrical Engineering	3.82%	\$127,326	\$117,825	MBE	Iranian-American
MHC Engineers	Mechanical Engineering	0.89%	\$30,000	\$27,010	MBE	Asian-American
M. LEE Corporation	Cost Estimating	1.75%	\$112,071	-	MBE	Asian-American
Boudreau Associates	Permitting, Sediment Characterization	3.61%	\$231,568	-	WBE	
Orion Environmental Associates	CEQA	0.22%	\$14,347	-	MBE	Asian-American
Adavant Consulting	CEQA	0.5%	\$32,025	-	OBE	
LCW Consulting	CEQA	0.59%	\$37,720	-	WBE	
Surface Design	Landscape Architecture	3.42%	\$120,300	\$99,197	OBE	
Lotus Water	Civil & Hydrology	1.69%	\$82,700	\$25,821.25	OBE	
	Total	26%	\$1,265,829	\$401,702		

The proposed amendment will increase the Contract amount by 34.5% and will also add two new subcontractors, ARUP, and P2S. These firms are not LBE firms and were selected because they specialize in the specialized electrification infrastructure required for SF Bay Ferry vessel charging. Although ARUP and P2S maintain offices in San Francisco, the firms are not eligible for LBE Certification as their principal places of business are located outside of California. Port staff has consulted with CMD on the proposed addition of these subcontracts and CMD supports the addition of the two firms.

PROJECT SCHEDULE

The following project milestones will apply to the remaining Contract schedule once the Contract amendment is approved:

- | | |
|--|----------------|
| • Contract Amendment Notice to Proceed | June 2025 |
| • 100% Design Complete | August 2025 |
| • Advertise Construction | September 2025 |
| • Award Construction | January 2026 |
| • Construction Notice to Proceed | April 2026 |
| • Substantial Completion | May 2027 |

FUNDING

COWI's Contract is funded by the Port's Capital Budget. The current appropriation is sufficient to fund the increase to the Contract as described in this report. The following outlines the funding of the original Contract award, the proposed Contract amendment, and the resulting total Contract cost:

\$ 3,981,369	Original Contract Award
\$ 785,166	Previous Amendment
\$ 1,644,848	Currently Requested Amendment
\$ 6,411,383	Total Amended Design Contract and Budget

RECOMMENDATION

Port staff recommends that the Port Commission approve the attached resolution authorizing staff to execute a Contract amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to increase the Contract amount by \$1,644,848, resulting in an amended Contract amount not to exceed \$6,411,383.

Prepared by: Simon Betsalel, Project Manager
Engineering Division

For: Wendy Proctor
Interim Deputy Director Engineering Division

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 25-27

- WHEREAS, On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project (the “Project”); and
- WHEREAS, On November 10, 2016, the Port Commission authorized Port staff to award a contract for architectural and engineering consulting services for the Project to COWI/OLMM Joint Venture (“COWI”) for \$3,981,369 (Port Commission Resolution No. 16-44); and
- WHEREAS, Port staff issued a Notice to Proceed to COWI in early 2017; and
- WHEREAS, The Port Commission authorized a contract modification with COWI (Resolution No. 23-54), to extend the contract duration and award additional project funding (Resolution No. 18-30); and
- WHEREAS, The Project encountered unanticipated delays and scope revisions due to COVID-19 and a legal challenge to project funding which justified another contract amendment for additional funds and services; and
- WHEREAS, Port staff recommend a contract amendment to increase the contract amount by \$1,644,848, for additional engineering design services which represents a fair and reasonable value; and
- WHEREAS, Port staff recommend the addition of two subcontractors, ARUP and P2S, needed for the design of the specialized electrical infrastructure required for charging SF Bay Ferry vessels; and
- WHEREAS, The contract amendment will incorporate the existing Local Business Enterprise subcontracting participation commitment of 20% established by the City’s Contract Monitoring Division; now, therefore be it
- RESOLVED, That the San Francisco Port Commission hereby authorizes Port staff to execute a contract amendment to the contract with COWI/OLMM Joint Venture, to increase the contract amount by \$1,644,848, resulting in an amended contract amount not to exceed \$6,411,383.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of May 13, 2025.

DocuSigned by:


Jenica Lin

Secretary

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MEMORANDUM

January 9, 2026

TO: MEMBERS, PORT COMMISSION
Hon. Gail Gilman, President
Hon. Stephen Engblom, Vice President
Hon. Willie Adams
Hon. Steven Lee
Hon. Ken McNeely

FROM: Michael Martin
Acting Executive Director

DocuSigned by:
Michael Martin
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SUBJECT: Request approval to execute an amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to extend the contract term through June 30, 2028.

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution No. 26-02

EXECUTIVE SUMMARY

The Mission Bay Ferry Landing ("MBFL") Project (the "Project") will provide critical regional ferry service to the Central Waterfront, one of San Francisco's fastest growing neighborhoods, which includes Mission Bay, Mission Rock, Dogpatch, Potrero Hill, and Pier 70. The Project will further activate existing maritime activity along the Port's working waterfront.

To design the Project, the Port Commission authorized the award of a \$3,981,369 professional services contract (the "Contract") to COWI/OLMM Joint Venture ("COWI") on November 10, 2016 (Port Commission Resolution No. 16-44). The Contract has previously been amended for additional funds and time. The Contract's total not-to-exceed amount is currently \$6,411,383 with an expiration of June 16, 2026.

Port staff seeks authorization to execute an amendment to the Contract to extend the Contract duration until June 30, 2028. This extension is necessary to provide bid and

THIS PRINT COVERS CALENDAR ITEM NO. 7B

construction support through substantial completion of the Project and possible delayed barge delivery.

STRATEGIC OBJECTIVE

Equity

Create a diverse, equitable, and inclusive organization and waterfront, and empower Black, Indigenous, and other People of Color in Port operations and opportunities through equitable policies and practices.

The MBFL will provide critical regional ferry service to and from the Mission Bay neighborhood, one of the fastest-growing neighborhoods in San Francisco, as well as the Dogpatch, Potrero Hill, Pier 70, and the Central Waterfront neighborhoods. This connection will ease congestion on alternate transportation options. Regular ferry service will provide regional residents access to employment and recreation opportunities in the Mission Bay neighborhood.

Sustainability

Advance environmental stewardship to limit climate change and protect the Bay.

The Project will complete the remaining shade and fill mitigation removal of marine debris at Pier 64 immediately north of the MBFL Project area, and complete the erosion protection layer on the sediment cap to prevent the spread of contaminated sediment. The future Mission Bay Ferry Landing Phase 2b: Ferry Landing and Upland Infrastructure project will provide transportation options that reduce neighborhood and region dependence on private vehicle use and will provide electric ferry charging for emission-free ferry vessel operations.

Evolution

Evolve the waterfront to respond to changing public and Port needs.

MBFL will strengthen the Port financially by maximizing the value of Port property and increasing revenue opportunities for adjacent properties. Ferry service will attract and retain the tenants that build an economically viable Port.

BACKGROUND

The Port and San Francisco Bay Ferry (“SF Bay Ferry”) are pursuing the development of the Mission Bay Ferry Landing to create a southern hub for ferry service into San Francisco that will address regional transportation demand generated by current and future developments near Mission Bay, including the Port’s developments at Mission Rock and Pier 70.

On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project (Port Commission Resolution No. 16-29). The Request for Proposal stated that the anticipated

contract term would run through November 2021 with an option to extend for two years, but that the actual term of the contract may vary depending on service and project needs.

On November 15, 2016, the Port Commission authorized Port staff to award a contract to the COWI/OLMM Joint Venture for \$3,981,369 and authorized a contract contingency of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Port Commission Resolution No. 16-44). The Contract was awarded in the amount of \$3,981,369, and COWI started Project work in early 2017.

Due to needed value engineering and reorganization of the bid documents, the Port Commission authorized Port staff to execute an amendment to the Contract to increase the contract amount by \$785,166, resulting in an amended contract amount not to exceed \$4,766,535 (Port Commission Resolution No. 18-30), at the May 8, 2018, Port Commission meeting.

Following project delays related to COVID, on December 12, 2023, the Port Commission authorized Port staff to execute an amendment to extend the contract term through June 16, 2026 (Port Commission Resolution No. 23-54).

The Port and SF Bay Ferry were awarded an EPA Clean Ports grant to amend the scope of the underlying construction Project to include electric ferry charging infrastructure. To accommodate this change and to refresh the Project design to current building codes, on May 13, 2025, the Port Commission authorized Port staff to execute an amendment to the Contract to increase the contract amount by \$1,644,848, resulting in an amended Contract amount not to exceed \$6,411,383 (Port Commission Resolution No. 25-27).

The Project is anticipated to reach substantial completion in June of 2027, but final barge delivery by SFBF may be delayed until 2028. Staff recommends an additional Contract amendment to approve an extension of Contract services to provide bid and construction support through the completion and close-out of the Project and barge installation. The full consultant scope of work is described below. COWI has completed Phase 1 and Phase 2 of its scope.

Any amendment to the time will require Board of Supervisors approval pursuant to City Charter Section 9.118.

PROJECT SCOPE

- **Phase 1 (Completed):** Conceptual Architectural and Engineering (“A/E”) Design and Ferry Landing Location Alternatives Analysis.
- **Phase 2 (Completed):** Engineering Design for the Development at the Selected Ferry Landing Site, as well as assisting with obtaining environmental permits under the California Environmental Quality Act (“CEQA”) and National Environmental Policy Act (“NEPA”).
- **Phase 3 (Ongoing):** Bid and Construction Stage A/E Services.

LOCAL BUSINESS ENTERPRISE

COWI is currently exceeding its 20% Local Business Enterprise (“LBE”) subcontracting requirement under the Contract. The LBE subcontracting requirement for this project is being met by utilizing the firms identified in Table 1. Certified LBEs will be performing 27% or \$1,736,900 of the total Contract work.

In addition to the LBE sub-consultants identified in Table 1, OLMM is a joint venture partner of COWI and will self-perform 16% or \$1,023,354 of the Contract work. OLMM is an Asian-American, LBE-MBE firm certified to provide structural engineering and construction management support.

Table 1: Mission Bay Ferry Landing LBE Participation

Firm	Portion of Work	% of Contract Work	Amount of Contract Work
Robin Chiang & Company	Architecture	6.10%	\$390,936
Geotechnical Consultants	Geotechnical Engineering	3.41%	\$218,682
HRA Consulting Engineers	Electrical Engineering	3.82%	\$245,152
MHC Engineers	Mechanical Engineering	0.97%	\$62,510
M. LEE Corporation	Cost Estimating	2.26%	\$144,927
Boudreau Associates	Permitting, Sediment Characterization	3.61%	\$231,568
Orion Environmental Associates	CEQA	0.22%	\$14,347
Adavant Consulting	CEQA	0.5%	\$32,025
LCW Consulting	CEQA	0.59%	\$37,720
Surface Design	Landscape Architecture	3.42%	\$219,498
Lotus Water	Civil & Hydrology	2.18%	\$139,535
	Total	27.09%	\$1,736,900

PROJECT SCHEDULE

The following Project milestones will apply to the remaining Project schedule once the Contract amendment is approved:

- | | |
|--|---------------|
| • 100% Design Complete | December 2025 |
| • Contract Amendment Notice to Proceed | January 2026 |
| • Advertise Construction | February 2026 |
| • Award Construction | April 2026 |
| • Construction Notice to Proceed | May 2026 |
| • Substantial Completion | June 2027 |

FUNDING

This contract is supported by a combination of the Port Harbor Fund and the University of California, San Francisco (“UCSF”) grant awarded to the Port for completion of the Mission Bay Ferry Landing. The current appropriation is sufficient to fund the Contract as described in this report.

RECOMMENDATION

Port staff recommends that the Port Commission authorize staff to seek Board of Supervisors approval to execute an amendment to the professional services contract with COWI/OLMM Joint Venture for architectural and engineering services for the Mission Bay Ferry Landing Project to extend the contract term through June 30, 2028.

Prepared by:	Simon Betsalel, Project Manager Engineering Division
	Alysabeth Alexander-Tut, Contracts Manager Finance and Administration Division
For:	Wendy Proctor, Deputy Director Engineering Division
	Meghan Wallace, Interim Deputy Director Finance and Administration Division

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 26-02

WHEREAS, On July 12, 2016, the Port Commission authorized Port staff to advertise a Request for Proposals to solicit professional architectural and engineering consulting services for design and development support of the Mission Bay Ferry Landing Project (the "Project") (Port Commission Resolution No. 16-29); and

WHEREAS, On November 15, 2016, the Port Commission authorized Port staff to award a contract for architectural and engineering consulting services for the Project to COWI/OLMM Joint Venture ("COWI") for the amount of \$3,981,369 and authorized a contract contingency fund of \$398,137 (10% of \$3,981,369) for a total contract authorization of \$4,379,506 (Port Commission Resolution No. 16-44); and

WHEREAS, Port staff issued a Notice to Proceed to COWI in early 2017; and

WHEREAS, On May 8, 2018, Port staff modified the contract with COWI by executing an amendment to the COWI contract to increase the contract amount by \$785,166, resulting in an amended contract amount not to exceed \$4,766,535 (Port Commission Resolution No. 18-30); and

WHEREAS, On December 12, 2023, Port staff modified the contract with COWI by executing an amendment to extend the contract term through June 16, 2026 (Port Commission Resolution No. 23-54); and

WHEREAS, On May 13, 2025, Port staff modified the contract with COWI by executing a contract amendment to increase the contract amount by \$1,644,848, resulting in an amended contract amount not to exceed \$6,411,383 (Port Commission Resolution No. 25-27); and

WHEREAS, Port staff now recommend that the Port Commission authorize a contract amendment (the "Amendment") to the contract with COWI to extend the contract term through June 30, 2028; and

WHEREAS, The Amendment will incorporate the existing Local Business Enterprise subcontracting participation commitment of 20% established by the City Contract Monitoring Division; and

WHEREAS, The Amendment will extend the contract term beyond 10 years, which requires Board of Supervisors ("Board") approval pursuant to Section 9.118 of the San Francisco Charter; now, therefore be it

RESOLVED, That the San Francisco Port Commission hereby authorizes Port staff to seek Board approval to execute the Amendment to extend the contract term through June 30, 2028, pursuant to the Board's authority under Charter Section 9.118, and upon the effectiveness of such approval, to execute the contract amendment; and be it further

RESOLVED, That the Port Commission authorizes Port staff to take further action in connection with the Amendment that Port staff, in consultation with the City Attorney, determine are in the best interest of the Port, do not materially increase the obligations or liabilities of the Port or materially decrease the public benefits accruing to the Port, and are necessary and advisable to complete the transaction and effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of January 13, 2026.

DocuSigned by:

Jenica Lin

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Secretary



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001371

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260488

Type of Filing

Original

Contractor Information

Contractor Name

COWI/OLMM Joint Venture

Contractor Email

jmc@cowi.com

Contractor Phone #

(510) 579-9582

International Address?

No

Contractor Address (US)

1300 Clay Street #700

Contractor City and State

Oakland - CA

Contractor Zip Code

94612

Country

United States of America

Contract Information

Contract Amount

\$6,411,383.00

Contract Description

Architectural and engineering services for the Mission Bay Ferry Landing Project.

City Agency - Departmental Contact Information

Departmental Contact

Boris Delepine

Departmental Contact Phone #

+14152740443

Full Department Name

PRT - Port Commission

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Thomas	Dahlgren	COWI North America
CFO	Sam	Cobden	COWI North America
Other Principal Officer	Jack	Gerwick	COWI North America
Other Principal Officer	Badri	Prasad	OLMM Consulting
Subcontractor			ARUP
Subcontractor			P2S
Subcontractor			RES Engineers
Subcontractor			M Lee Corporation
Subcontractor			Jacobs Engineering Group
Subcontractor			ESA Inc.
Subcontractor			Adavant Consulting
Subcontractor			LCW Consulting
Subcontractor			Pacific Eco Risk
Subcontractor			Robin Chiang & Company
Subcontractor			Geotechnical Consultants, Inc
Subcontractor			Boudreau Associates
Subcontractor			Orion Associates
Subcontractor			HRA Consulting Engineers
Subcontractor			MHC Engineers
Subcontractor			Surface Designs
Subcontractor			F3 & Associates
Subcontractor			eTrac, INC
Subcontractor			Lotus Water

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Boris Delepine, Port of San Francisco
DATE: April 24, 2026
SUBJECT: Contract Amendment – COWI/OLMM JV
PROJECT TITLE: Mission Bay Ferry Landing

Attached please find the original* and 1 copy of each of the following:

☒ Proposed resolution

☒ Port Commission Resolutions

- 18-30
- 23-54
- 25-27
- 26-02

☒ Draft Contract Amendment No. 6

☒ Contract Amendments No.1-5

☒ Original Signed Contract

☒ Ethics Form 126 (Proof of Submittal)

Departmental representative to receive a copy of the adopted resolution:

Name: Boris Delepine Phone: 415-571-6626

Interoffice Mail Address: Pier 1, The Embarcadero, San Francisco, Ca 94111

Certified copy required Yes ☐

No X

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).