

File No. 200564

Committee Item No. 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date July 22, 2020

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Linda Wong

Date July 17, 2020

Completed by: Linda Wong

Date _____

1 [Agreement Amendment - Carollo Engineers, Inc. - Planning and Engineering Services -
2 Southeast Water Pollution Control Plant - Not to Exceed \$54,500,000]

3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to execute Amendment No. 2 to Planning and Engineering Project Design**
5 **Services Agreement No. CS-389 for specialized planning and engineering services for the**
6 **proposed new headworks facility at the Southeast Water Pollution Control Plant between**
7 **the City and County of San Francisco and Carollo Engineers, Inc., increasing the**
8 **agreement by \$21,000,000 for a total not to exceed agreement amount of \$54,500,000**
9 **and with a time extension of two years, for a total agreement term of eleven years, from**
10 **December 1, 2014, through November 30, 2025, subject to the Board of Supervisors**
11 **approval pursuant to Charter, Section 9.118.**

12
13 WHEREAS, The Headworks is the first treatment process in the liquid wastewater
14 stream and contains the critical solids removal equipment such as the fine screens, grit
15 removal, and odor control systems; and the existing fine screening and grit removal processes
16 are inefficient and significantly impact the performance of downstream processes at the
17 Southeast Water Pollution Control Plant (SEP); and

18 WHEREAS, On October 28, 2014, the SFPUC approved Resolution No. 14-0172
19 authorizing the General Manager of the San Francisco Public Utilities Commission to execute
20 an agreement with Carollo Engineers, Inc. for specialized planning and engineering services
21 for the proposed new headworks facility at the SEP for an amount not to exceed \$14,000,000,
22 and with a duration of six (6) years, concluding on November 30, 2020, subject to Board of
23 Supervisors approval pursuant to Charter, Section 9.118; and

24 WHEREAS, This Board of Supervisors adopted Resolution No. 443-14 on November
25 25, 2014, pursuant to Charter, Section 9.118, authorizing the SFPUC's Agreement with

1 Carollo Engineers, Inc. for specialized planning and engineering services for the proposed
2 new headworks facility at the SEP for an amount not to exceed \$14,000,000, and with a
3 duration of six (6) years; and

4 WHEREAS, On October 25, 2016, by its Resolution No. 16-0225, the SFPUC
5 approved Amendment No. 1 to the Planning and Engineering Project Design Services
6 Agreement No. CS-389, with Carollo Engineers, Inc. to provide continued specialized
7 planning and engineering services for the proposed new headworks facility at the SEP; and
8 authorized the General Manager to execute this amendment, increasing the agreement by
9 \$19,500,000, for a total agreement amount of \$33,500,000, and extending the agreement
10 term by three (3) years and twenty (20) days for a total contract duration of nine (9) years,
11 subject to Board of Supervisors Approval pursuant to Charter, Section 9.118; and

12 WHEREAS, On December 6, 2016, the Board of Supervisors approved Resolution No.
13 513-16, authorizing the General Manager of the SFPUC to execute Amendment No. 1 to the
14 Agreement, increasing the agreement by \$19,500,000, for a total agreement amount of
15 \$33,500,000, and extending the agreement term by three (3) years and twenty (20) days for a
16 total contract duration of nine (9) years; and

17 WHEREAS, On June 9, 2020, the SFPUC approved Resolution No. 20- 0125 ,
18 authorizing the General Manager to execute Amendment No. 2 to the Agreement, increasing
19 the agreement by 21,000,000, increasing the total not to exceed agreement to \$54,500,000,
20 and extending the agreement term by two (2) years for a total contract duration of eleven (11)
21 years; and

22 WHEREAS, Amendment No. 2 is being requested to increase the agreement by
23 21,000,000, increasing the total not to exceed agreement to \$54,500,000, and extending the
24 agreement term by two (2) years for a total contract duration of eleven (11) years, to continue
25 providing specialized planning and engineering services for the proposed new headworks

1 facility at the SEP, subject to Board of Supervisors approval pursuant to Charter, Section
2 9.118; and

3 WHEREAS, A Contract Monitoring Division (CMD) subconsulting goal of 12% Local
4 Business Enterprise (LBE) participation has been established for this agreement; and

5 WHEREAS, Funds for this amendment are available from Project CWWSIPSE02- SEP
6 New Headworks (Grit) Replacement Project; now, therefore, be it

7 RESOLVED, That this Board of Supervisors hereby approves and authorizes the
8 General Manager of the SFPUC to execute Amendment No. 2 to Planning and Engineering
9 Project Design Services Agreement No. CS-389, with Carollo Engineers, Inc., to increase the
10 agreement by \$21,000,000 for a total amount of \$54,500,000, and extending the agreement
11 term by two (2) years for a total contract duration of eleven (11) years, in substantially the
12 form on file with the Clerk of the Board in File No. 200564 and in such final form as
13 approved by the General Manager and the City Attorney; and, be it

14 FUTHER RESOLVED, That within thirty (30) days of the execution of Amendment No.
15 2 to the Agreement, the General Manager of the SFPUC shall provide the signed revised
16 contract to the Clerk of the Board for inclusion in the official file.

Item 2 Files 20-0564	Department: San Francisco Public Utilities Commission
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution approves the second amendment to the existing agreement between the San Francisco Public Utilities Commission (SFPUC) and Carollo Engineers, Inc. to i) increase the agreement by \$21,000,000, from \$33,500,000 to \$54,500,000, and ii) extend the agreement term by two years, for a total agreement term of eleven years, from December 1, 2014, through November 30, 2025.

Key Points

- The Southeast Treatment Plant (SEP) headworks facility is the first treatment process in the liquid wastewater stream. In 2012, the SFPUC included the SEP Headworks Replacement Project as part of its Sewer System Improvement Program (SSIP), a 20-year citywide program to upgrade aging sewer infrastructure projects so as to ensure a reliable and seismically safe system. The original Headworks Facility Project budget was \$184.9 million, increasing to \$418.8 million in 2018 due to changes to the screens, grit removal, and odor control systems, based on engineering analysis by Carollo, and additional work at the adjacent Bruce Flynn Pump Station. According to the SSIP Quarterly Report, as of March 2020, the forecasted Headworks Facility Project budget is \$618.8 million, an increase of \$200 million from the approved budget of \$418.8 million, due in part to increased costs for the Bruce Flynn Pump Station
- The Board of Supervisors approved the original agreement between the SFPUC and Carollo Engineers, Inc. in November 2014 following a competitive Request for Proposal (RFP) process to provide engineering services to the Headworks Facility Project. The Board approved the first amendment to this agreement in December 2016, extending the agreement by approximately three years to December 2023, and increasing the amount by \$19.5 million, from \$14.0 million to \$33.5 million to provide additional planning and engineering services identified for the expanded Headworks Facility Project scope.

Fiscal Impact

- The \$21 million increase in the agreement budget includes engineering support for (1) reviewing bid submittals for construction work, responding to requests for information by the construction contractor, and providing support for successful start-up of the new Headworks Facility, and (2) producing design drawings and specifications for the re-design of the odor control/gate actuators and the local gravity flow lift station, which will be used by the subsequently the general contractor to bid out as trade packages. The increase in the Carollo Engineers agreement is funded in the Headworks Facility Project budget.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

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

BACKGROUND

The Southeast Treatment Plant (SEP), located in Bayview Hunters Point, is the largest of three local treatment plants owned and operated by the San Francisco Public Utilities Commission (SFPUC). The other two treatment plants are the Oceanside Treatment Plant and the North Point Wet-Weather Facility, which is activated only during storms to treat additional flow.

The SEP is San Francisco's largest and oldest wastewater facility, built in 1952 and treating 80 percent of the City's sewage and storm runoff, and is outdated. The Sewer System Improvement Program (SSIP) is a 20-year, citywide investment to upgrade the sewer and wastewater treatment aging infrastructure to "ensure a reliable, sustainable, and seismically safe sewer system".¹ Replacement of the headworks, where the flow enters the plant, is a component of the Phase 1 upgrades included in the SSIP. Improving the fine screens, grit removal, and odor control systems at the headworks facility will minimize the impact to downstream processes.

The original budget in 2014 for replacement of the headworks facility at the Southeast Treatment Plant, included in SFPUC's 10-Year Capital Plan, was \$184.9 million. On November 25, 2014, the Board of Supervisors adopted a resolution authorizing the SFPUC's agreement with Carollo Engineers, Inc. following a competitive procurement process for specialized planning and engineering services for the proposed new headworks facility at the SEP for an amount not to exceed \$14.0 million, and with a duration of six years, concluding on November 30, 2020.²

The budget for the replacement of the headworks facility at the Southeast Treatment Plant increased from \$184.9 million to \$358.6 million in 2016 due to significant changes to the screens, grit removal, and odor control systems, based on engineering analysis by Carollo. The project completion date was extended by more than three years from November 2020 to December 2023. On December 6, 2016, the Board approved the first amendment to the agreement, increasing the funding by \$19.5 million, from \$14.0 million to \$33.5 million, and extending the agreement term by three years to December 19, 2023.

¹The SFPUC Commission validated the SSIP on August 28, 2012, authorizing staff to process with planning and development of Phase 1 projects estimated at \$2.7 billion of proposed sewer system capital improvement projects. <https://sfwater.org/index.aspx?page=1097>

² Resolution No. 443-14

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves the second amendment to Planning and Engineering Project Design Services Agreement No. CS-389 for specialized planning and engineering services for the proposed new headworks facility at the Southeast Water Pollution Control Plant between the City and County of San Francisco and Carollo Engineers, Inc., a) increasing the agreement by \$21,000,000 for a total not to exceed amount of \$54,500,000 and b) extending the agreement term by two years, for a total agreement term of eleven years, from December 1, 2014, through November 30, 2025.

Services Provided

The planning and engineering services for the new Headworks Facility Project began in January 2015 and has proceeded in two phases: Phase 1 consisted of Planning and Preliminary Design, and Phase 2 consists of Detailed Design, procurement, engineering construction and start-up support.³ As noted above, Carollo Engineers identified significant changes to the screening, grit, seismic retrofitting and odor control systems necessitating an increase in the project budget. On May 8, 2018 the SFPUC approved an increase in the budget for the Headworks Facility Project from \$358.6 million to \$418.8 million, and extended the project completion date from December 2023 to September 2024.⁴ The proposed contract extension with Carollo Engineers ends in November 2025 beyond the project completion date in 2024 to provide for project close-out.

According to the staff report to the Commission in April 2018, the increase in the Headworks Facility Project budget from the approved budget of \$358.6 million in 2016 to the revised budget of \$418.8 million in 2018 was necessary to construct a new dry weather lift station⁵ on the north side of the Southeast Treatment Plant and to make upgrades to the existing Bruce Flynn Pump Station adjacent to the Southeast Treatment Plant. According to the report, the baseline budget assumed that modifications to the Bruce Flynn Pump Station would be sufficient, but further engineering analysis determined that more extensive work was needed.

Performance Monitoring

Tasks and key deliverables are detailed in the agreement. Carollo Engineers maintains a shared platform for file management across agencies and attends technical coordination progress meetings every two weeks with City staff. Monthly and quarterly progress reports are submitted to SFPUC and SSIP management team. According to the Project Manager, Carollo Engineers has delivered on required tasks on time and on budget and to the satisfaction of the SFPUC.

³ Appendix 1 to the November 3, 2014 Carollo Agreement

⁴ Resolution 18-0071 Approve 2018 Revised Baseline Scope, Schedule & Budget Phase I SSIP, <https://sfpuc.sharefile.com/share/view/s96f78337a0645caa>.

⁵ Wastewater lift stations are facilities designed to move wastewater from lower elevations to higher elevations through pipes.

Community Benefits Commitments

The original agreement required Carollo Engineers to work with the SFPUC External Affairs' Social Impact Partnership program to develop a community benefits plan and timeline, which included direct financial contribution of \$98,200 and volunteer contribution of \$133,000, totaling \$231,200. Following the first Amendment to CS-389, Carollo Engineers increased their direct financial contributions by \$141,000 and volunteer contribution by \$171,000 for an additional \$312,000, for total community benefits with estimated value of at least \$543,200. According to the Capital Program Director, Carollo Engineers has provided benefits with estimated value of at least \$453,291 (reported as of January 2020) for residents of District 10 including (i) construction and equipment for Willie L. Brown Jr. Middle School; (ii) transportation for elementary school students to participate in family-friendly Science, Technology, Engineering and Math (STEM) events; (iii) back-to-school materials for Willie Brown Middle School; (iv) paid summer internships for nine young adults; and (v) scholarships for seven graduating school seniors.

FISCAL IMPACT

Table 1 below shows the \$21 million increase in the agreement amount by task area.

Table 1. Cost Details by Task for Amendment

Task	Current Agreement	Proposed 2nd Amendment	Total
1 Project Management and Coordination of Proposer's Service	\$3,463,572		\$3,463,572
2 Quality Assurance/Quality Control	2,062,888		2,062,888
3-6 Review Background, Information, Surveying, Information, Utility Information, Geotechnical and Hazardous Material Investigation	1,352,978		1,352,978
7 Conceptual Engineering	1,094,444		1,094,444
8 Design Criteria	140,849		140,849
9 35% Design Submittal	2,079,501		2,079,501
10 Develop and Run Physical, Hydraulic Scale Model	417,000		417,000
11-13 Detailed Design	16,719,701		16,719,701
14-15 Engineering Support During Bid, And Award, Engineering, Support During Construction, Start-up and Closeout	4,600,000	14,716,219	19,316,219
16 Training and Technology, Transfer	30,000		30,000
17 Communication and Public, Outreach	150,000		150,000
18 Assistance with BFS Improvements	187,210	(5,670)	181,540
19 4D Modeling	25,200		25,200
20 Traffic Modification Design	100,000		100,000
21 Other Direct Costs and Subconsultant Markups	1,076,657	534,495	1,611,152
New Odor/Gate Actuators Redesign		5,754,956	5,754,956
Total	\$33,500,000	\$21,000,000	\$54,500,000

Source: Data provided upon BLA request from the San Francisco Public Utilities Commission

According to the Project Manager, the increase of \$14,716,219 for Tasks 14-15 for engineering support is for reviewing submittals, responding to request for information by Construction Contractor, providing support for successful start-up of the new Headworks Facility. The new task for re-design of Odor control/Gate actuators and of the local gravity flow lift station is budgeted at \$5,754,956. Carollo Engineers will produce industry standard design drawings and specification that subsequently the General Contractor will bid out as trade packages.

According to SFPUC staff, based on historical capital program delivery costs and the industry standard, design and engineering cost as a share of a capital program budget is 10-12 percent. According to the SSIP Quarterly Report, as of March 2020, the forecasted Headworks Facility Project budget is \$618.8 million, an increase of \$200 million from the approved budget of \$418.8 million, due in part to increased costs for the Bruce Flynn Pump Station. Based on a Headworks Facility Project budget of \$618.8 million, the Carollo Engineers agreement makes of 8.8 percent of the total Headworks Facility Project budget.

According to SFPUC staff, expenditures from January 2015 through May 29, 2020 under the Carollo Engineers, Inc. agreement are \$30,984,748, as shown in Table 2 below.

Table 2. Expenditures to date for Carollo Engineers, Inc. Agreement

Year	Amount
2015	2,549,095
2016	4,608,565
2017	7,382,557
2018	9,745,652
2019	5,038,711
2020 through May 29,2020	1,660,169
Total	\$ 30,984,748

Source: Data provided upon BLA request from the San Francisco Public Utilities Commission

The source of funds for the second amendment is wastewater revenue bonds, as appropriated by the Board of Supervisors.

RECOMMENDATION

Approve the resolution.

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

**Second Amendment
Between the City and County of San Francisco and
Carollo Engineers, Inc.
Planning and Engineering Services Southeast Plant
New 250 MGD Headworks Facility
(CS-389)**

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

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the agreement amount by \$21,000,000 and extend the performance period by two years, for a total not-to-exceed agreement amount of \$54,500,000 and a total agreement duration of eleven years;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **[insert PSC number]** on July 6, 2020;

WHEREAS, the City’s San Francisco Public Utilities Commission (“SFPUC”) approved this Amendment by Resolution No. **[insert resolution number]** on June 9, 2020;

WHEREAS, the City’s **Board of Supervisors (BOS)** approved this Amendment by Resolution No. **[insert resolution number]** on **[insert date of Commission or Board action]**;

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 **November 3, 2014** between Contractor and City, as amended by the first amendment, dated **January 5, 2017**.

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:

2a. Section 2. Section 2 Term of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be nine (9) years from **December 1, 2014** to **November 30, 2023**.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be eleven (11) years from **December 1, 2014** to **November 30, 2025**.

2b. Section 5. Section 5 Compensation of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty-Three Million Five Hundred Thousand Dollars (\$33,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

In no event shall City be liable for interest or late charges for any late payments except as set forth in Section 6.22(j)(7) of the Administrative Code.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fifty-Four Million Five Hundred Thousand Dollars (\$54,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

In no event shall City be liable for interest or late charges for any late payments except as set forth in Section 6.22(j)(7) of the Administrative Code.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

42. 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.

2e. Withholding. Section 10.a. Withholding is hereby added to “Taxes” to read as follows:

10.a. 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.

2g. 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 the date of this Amendment.

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

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

CITY

CONTRACTOR

Recommended by:

Carollo Engineers, Inc. Consultants

Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]
[optional: address]
[optional: city, state, ZIP]

City vendor number: 57794

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Randy Parent
Deputy City Attorney



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

Contract Administration Bureau
 525 Golden Gate, 8th Floor
 San Francisco, CA 94102
 T 415.551.4603
 F 415.554.3225

December 22, 2014

Jim Hagstrom
 Carollo Engineers
 870 Market Street, Suite 728
 San Francisco, CA 94102
 Email: jhagstrom@carollo.com

- RE:** 1) Notice of Contract Award - Planning and Engineering Services SEP New Headworks (CS-389)
 2) Transmittal - Executed Agreement between the City and County of San Francisco Public Utilities Commission and Carollo Engineers

Dear Mr. Hagstrom:

This letter provides a *notification of contract award* for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC15000049**
 - *Work may not be charged against this blanket purchase order number*

SCOPE: For planning and engineering services for the proposed new all weather headworks facility that can handle the high debris and grit loading scenarios that occur at the SEP during wet weather storm events; and to provide better screenings and grit removal to minimize the impact to downstream processes.

EFFECTIVE DATE: **December 19, 2014 to November 30, 2020**

CONTRACT TO DATE: Total value of contract not to exceed **\$14,000,000.00**

Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

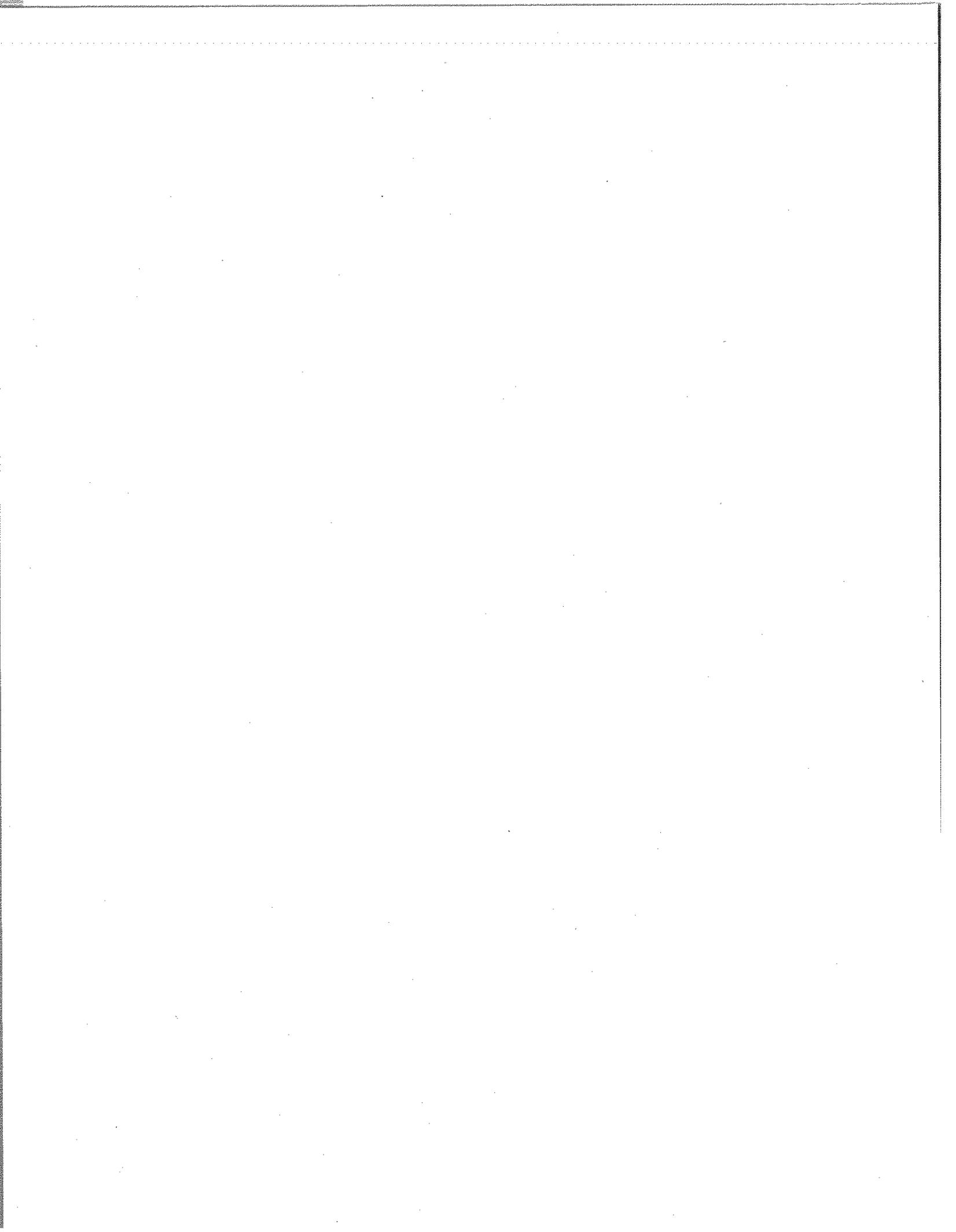
Should you have any questions, please do not hesitate to contact Rosiana Angel at (415) 554-1549.

- Edwin M. Lee**
 Mayor
Ann Moller Caen
 President
Francesca Viator
 Vice President
Vince Courtney
 Commissioner
Harlan L. Kelly, Jr.
 General Manager

Enclosure: Executed Agreement

cc: Rosanna Tse
 File/NCA-CS-389





**City and County of San Francisco
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 8th Floor
San Francisco, California 94102**

**Agreement between the City and County of San Francisco and
Carollo Engineers, Inc.**

**CS-389 Planning and Engineering Services Southeast Plant
New 250 MGD Headworks Facility**

This Agreement is made this 3rd day of **November**, 2014, in the City and County of San Francisco, State of California, by and between: Carollo Engineers, Inc., 870 Market Street, Suite 728, San Francisco, California 94102, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through the San Francisco Public Utilities Commission.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department") wishes to retain the services of **Carollo Engineers, Inc.** to provide specialized planning and engineering services for the proposed new Headworks facility at the Southeast Water Pollution Control Plant (SEP); and

WHEREAS, a Request for Proposal ("RFP") was issued on **July 23, 2014**, and City selected Contractor as the successful Contractor pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **44408-13/14** on **July 21, 2014**; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number **14-0172** on **October 28, 2014**; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution Number **443-14** on **November 25, 2014**;

Now, THEREFORE, the parties agree as follows:

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.

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be six (6) years from December 1, 2014 to November 30, 2020.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services as set forth in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fourteen Million Dollars (\$14,000,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

In no event shall City be liable for interest or late charges for any late payments except as set forth in Section 6.22(J)(7) of the Administrative Code.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or

Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties." Refer to Appendix B for additional invoice requirements.

8. Submitting False Claims; Remedies. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties (Disallowance.)

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands 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:

(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;

(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.

(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.

(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.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

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

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

b. Payment of 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 attorney's fees, arising from this section.

15. Insurance.

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

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

(2) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence and in the aggregate which shall be renewed annually with Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. These limits shall be dedicated to this project; and

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

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 each claim and in the aggregate which shall be renewed annually with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

(1) Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective Officers, Agents, and Employees.

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

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

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

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

f. Should any 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.

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

16. Indemnification.

a. **General.** 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").

b. **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 Indemnitee or the contractors of any Indemnitee. The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving negligent, reckless or willful acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty."

c. **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 or services to be supplied in the performance of Contractor's services under this Agreement. 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. Contractor's obligations under this paragraph shall apply to, and shall not be limited to, claims asserted by a third party resulting from any derivative product or other modifications of the SSIP Hydraulic Model by Contractor or its Subconsultants.

17. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's negligence, recklessness, willful conduct or breach of contract. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

19. **Left blank by agreement of parties. (Liquidated Damages)**

20. Default; Remedies. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

- | | |
|---|---------------------------------------|
| 8. Submitting false claims | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) 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, (b) 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 (c) ordering the dissolution, winding-up or liquidation of Contractor.

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, 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 all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. 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.

21. Termination for Convenience.

a. 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 at least seven (7) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, 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:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) 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.

c. 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:

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work 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 or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) 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.
- (4) 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.

d. 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 the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on 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 such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting false claims
9. Disallowance
10. Taxes
11. Payment does not imply acceptance of work
13. Responsibility for equipment
14. Independent Contractor; Payment of Taxes and Other Expenses
15. Insurance
16. Indemnification
17. Incidental and Consequential Damages
18. Liability of City
24. Proprietary or confidential information of City
26. Ownership of Results
27. Works for Hire
28. Audit and Inspection of Records
48. Modification of Agreement.
49. Administrative Remedy for Agreement Interpretation.
50. Agreement Made in California; Venue
51. Construction
52. Entire Agreement
56. Severability
57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

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

To City: Rosanna Tse
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 12th Floor
San Francisco, CA 94102
Tel.: 415-554-3484
email: rtse@sfgwater.org

To Contractor: Carollo Engineers, Inc.
Jim Hagstrom, P.E., Executive VP
870 Market Street, Suite 728
San Francisco, California 94102
Tel.: 415-399-1601
Fax: 415-399-9414
Email: jhagstrom@carollo.com

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. With the approval of the City, Contractor may retain and use copies for reference and as documentation of its experience and capabilities. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of

authorship, 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 are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. 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 work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. 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 the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. 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.

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

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.

33. Local Business Enterprise Utilization; Liquidated Damages.

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement.**

(1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is **20.6%**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or

lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within three working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor shall, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the provisions in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the Contract Monitoring Division.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under

this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

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

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations

under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This

obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

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

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

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

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

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

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

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

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

- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program.

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

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

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by

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

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

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

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

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

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

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

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

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

e. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

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

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

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

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

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

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

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first

source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, 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).

49. Disputes; Government Code Claim Requirement.

a. **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 by negotiation. 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. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. **Government Code Claims.** 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 Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

50. 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.

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances 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.

54. 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.

55. Left blank by agreement of the parties. (Supervision of Minors)

56. 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.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Not Used.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one

hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties. (Slavery Era Disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, 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.

62. Unavoidable Delay

Task Orders issued under the Agreement may contain specific deadlines or other schedule-related requirements that will apply to Contractor's performance of services under the Agreement. Deadlines or other schedule-related requirements set forth in Task Orders shall constitute material obligations of Contractor under this Agreement.

Should Contractor be obstructed or delayed in the completion of services from causes beyond its control that could not have been avoided by Contractor's exercise of care, prudence, foresight and diligence, and solely due to acts of God, acts of government agencies, riots, insurrections, wars, fires, floods, epidemics, quarantine restrictions, terrorism, industry-wide strikes, lockouts, other labor disturbances, freight embargoes, or unusually severe weather ("Unavoidable Delay"), Contractor shall be entitled to a noncompensable extension of time.

Contractor shall be entitled to a noncompensable extension of time for Unavoidable Delay only if it demonstrates that the Unavoidable Delay actually extends the time to complete services under one or more Task Orders.

Contractor shall be entitled to a noncompensable extension of time for Unavoidable Delay only if it notifies the City point of contact identified in the Agreement promptly upon the occurrence of a delay that prevents Contractor from proceeding with services and follows up with a written notification of the causes of the delay within 7 days from the beginning of any delay. Furthermore, Contractor shall notify the City point of contact promptly at the end of the delay and follow up with written notification of the cessation of delay within 7 days from the end of the delay. Any claim for a noncompensable time extension shall be made in writing within 21 days after the conclusion of the delay period. The City will review the claim to ascertain the facts, whether the delay was an Unavoidable Delay as defined above, and the extent of the delay, and will meet with Contractor to discuss entitlement to an extension of time.

63. No Contract With Third Parties

The services and professional opinions to be provided by Contractor are based on the specific scope of work authorized by City and, as such, are intended solely for the benefit and use of City. No benefit is intended to be conferred on, nor contractual relationship established with any person or entity not a party to this Agreement.

64. City-Provided Information and Services.

City shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and rely upon all such information and services provided by City or others in performing Contractor's services under this Agreement.

65. Services During Construction.

- a. **Construction Contractor Indemnity and Insurance.** The parties agree that the construction contractor will name Contractor as an additional insured to the construction contractor's General Liability insurance policy. Contractor also shall be indemnified and held harmless by the construction contractor for the Project, as reflected in the material terms of Section 3.19 of the SFPUC's General Conditions.
- b. **Construction Contractor's Means, Methods and Safety.** Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the Contract Documents.

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

CITY

CONTRACTOR

Harlan L. Kelly, Jr.
Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Dennis J. Herrera
City Attorney

By Julia H. Veit
Julia H. Veit
Deputy City Attorney

James R. Hagstrom / Louis Carella
Authorized Signature
James R. Hagstrom / Louis Carella
Printed Name

Executive Vice President
Title

Carollo Engineers
Company Name

57794
City Vendor Number

870 Market St, S. 728
Address SAN FRANCISCO, CA 94102

86-0899222
Federal Employer ID Number

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

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Appendix A
Services to be provided by Contractor

Contractor (Carollo Engineers, Inc.) agrees to perform said services all in accordance with the terms of this Agreement. Should there be a conflict of terms or conditions, this Agreement and its implementing task orders shall control over the RFP and the Contractor's proposal.

1. Acronyms and Abbreviations

AAR	Alternative Analysis Report
ACI	American Concrete Association
ADC	Alternative Daily Cover
AGM	Assistant General Manager
ASCE	American Society of Civil Engineers
BAAQMD	Bay Area Air Quality Management District
BDFP	Biosolids Digester Facilities Project
BEM	Bureau of Environmental Management
BFS	Bruce Flynn Pump Station
BIM	Building Information Modeling
BOE	Bureau of Engineering
CB	Community Benefits
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFD	Computational Fluid Dynamics
CER	Conceptual Engineering Report
CIP	Capital Improvement Program
CM/GC	Construction Manager/ General Contractor
CMB	Construction Management Bureau
CMD	Contract Monitoring Divisions
COR	Change Orders Requests
CPI	Consumer Price Index
CPM	Critical Path Method
CSD	Combined Sewer Discharge
CSI	Construction Specifications Institute
CSPE	Consultant Services Performance Evaluation
DB	Design-Build
DBB	Design-Bid-Build
DM	Design Manager
DPW	Department of Public Works
DW	Dry Weather
EIC	Earned Income Credit
EMB	Engineering Management Bureau
EJ	Environmental Justice
EOPR	Effective Overhead and Profit Rate

EPM	Environmental Project Manager
FOG	Fats, Oils and Grease
FSHP	First Source Hiring Program
GBR	Geotechnical Baseline Report
GDR	Geotechnical Data Report
GIR	Geotechnical Interpretive Report
HCAO	Health Care Accountability Ordinance
HRC	Human Rights Commission
HSW	High Strength Waste
IRS	Internal Revenue Service
JV	Joint Venture
LBE	Local Business Enterprise
LOS	Level of Service
M	Million
MGD	Million Gallons per Day
MCO	Minimum Compensation Ordinance
NAR	Needs Assessment Report
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPF	North Point Facility
NTP	Notice to Proceed
ODC	Other Direct Cost
OPS	Overhead and Profit Schedule
OSP	Oceanside Water Pollution Control Plant or Oceanside Plant
P&IDs	Process and Instrumentation Diagrams
PCSB	Program Controls and Support Bureau
PE	Project Engineer
PM	Project Manager
PMB	Project Management Bureau
PMC	SSIP Program Management Consultant (AECOM/Parsons Joint Venture)
QA/QC	Quality Assurance/Quality Control
QBD	Question on Bid Documents
RFC	Request for Clarification
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right-of-Way
RPD	San Francisco Recreation and Parks Department
RWQCB	Regional Water Quality Control Board, San Francisco Bay Region
SE	Structural Engineer Licensed in the State of California
SEP	Southeast Water Pollution Control Plant or Southeast Plant
SFDBI	San Francisco Department of Building Inspection
SFDPH	San Francisco Department of Public Health
SFDPW	San Francisco Department of Public Works
SFPUC	San Francisco Public Utilities Commission

SSIP	Sewer System Improvement Program
SSMP	Sewer System Master Plan
TI/YBI	Treasure Island/Yerba Buena Island
TPC	Total Project Cost
T/S	Transport/Storage
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
WBS	Work Breakdown Structure
WW	Wet Weather
WWE	Wastewater Enterprise

2. Description of Services

The objective of the proposed New 250 MGD Headworks Facility Project is to build a new all-weather headworks facility that can handle the high debris and grit loading scenarios that occur at the SEP during wet weather storm events and to provide better screenings and grit removal to minimize the impact to downstream processes. The layout of the facility should provide for even flow distribution under all flow conditions and should minimize and prevent any grit accumulation or settling in the influent channels to the screens, at the base of the screens, or in the distribution channels leading to the grit removal process. Design of the fine screens shall minimize blinding of the screens during a storm event.

The New 250 MGD Headworks Facility will include fine screens (potentially down to ¼" screen size), screenings washer and compactors, grit removal units, grit washers, screenings and grit conveyance, screenings and grit hoppers and/or dumpsters, and odor control. The Contractor may also assist in the planning and design of the new SELS and the coarse screens associated with the SELS.

The planning and design of the New 250 MGD Headworks Facility Project will proceed in two consecutive phases:

- Phase 1 – Planning (CER Report) and Preliminary Design
- Phase 2 – Detailed Design, Procurement, Engineering Construction, and Start-Up Support

In Phase 1, the Contractor will lead most of the tasks. The Contractor's specific scope of work in Phase 2 should be considered as "as-needed" until the performance of the Contractor in Phase 1 is evaluated. The Contractor should be prepared to provide:

- Specialized expertise;
- Detailed design resources;
- Pre-construction services;

- Construction support services; and
- Other resources that are considered necessary to augment the City's team.

Any information, data, models, and graphics related to the New 250 MGD Headworks Facility Project that will be used in any publications, industry research, industry awards, marketing information, or publicity shall be reviewed and approved by the SFPUC Project Manager and Design Manager prior to the submission of any abstracts, forms, applications, presentations, papers, documents, and/or shared media.

3. Task Orders

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

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

These following tasks provide general guidance to the Contractor as to the anticipated scope of work which the SFPUC reserves the right to modify or delete:

TASK 1: PROJECT MANAGEMENT AND COORDINATION OF CONTRACTOR SERVICES

Provide overall project coordination for keeping project participants informed of progress, technical issues, planned activities, and events. Project participants include City and consultant staff in project management, engineering, environmental planning, construction management, operations, maintenance, and public outreach, as well as independent experts and other parties such as public agencies and community groups. For scheduling purposes, please provide two (2) weeks for City review of each draft deliverable, unless otherwise noted. Perform coordination activities described below.

- 1.1 Based on the Contractor's Work Approach and Task Descriptions (Sections V.3.C and V.3.D, respectively), the Contractor is to prepare a Draft and Final Project Management

Plan for review and acceptance by SFPUC staff. The Project Management Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan shall include the following information:

- 1.1.1. Project Team organization and responsibility including all contact information for key team members;
 - 1.1.2. Contractor's contract administration procedures;
 - 1.1.3. Cost and schedule control procedures;
 - 1.1.4. List of tasks and corresponding staff and budget;
 - 1.1.5. Detailed Critical Path Method (CPM) schedule of tasks, milestones, and deliverable due dates;
 - 1.1.6. File management for project record sharing/keeping and coordination guidelines to allow integration with project team members within SFPUC, San Francisco Department of Public Works (SFPDW), Contractor firms, PMC and others. A common web-based document management platform, specifically Microsoft SharePoint, will be used by project team members to store, manage and share documents and files. Microsoft Sharepoint will allow for efficient file management and staff collaboration. Microsoft Sharepoint, as managed by PMC, is currently the document management platform being used for the SSIP.
 - 1.1.7. The Contractor shall implement the SFPUC change control/management procedure for tracking and controlling changes, particularly those affecting the project scope, schedule and construction cost estimate. This change control will be applied beginning at 35% design. The Contractor shall identify and communicate scope, schedule and cost impacts to the SFPUC in a timely fashion.
- 1.2. Prepare for and attend project kick-off meeting to review tasks, milestones, roles, communication, and coordination processes with the extended team. The Project Management Plan will be discussed during this kick-off meeting.
 - 1.3. Submit a Draft and Final Phase 1 Work Plan, including deliverables and resource loading for the Planning phase through 35% design, for review and acceptance by SFPUC staff. The Phase 1 Plan shall include the following information:
 - 1.3.1. A cost loaded work breakdown structure. At a minimum, the breakdown will be at a subtask level and may be further broken down by discipline at the City's request. The City will provide a format for the work breakdown structure. Costs shall be loaded by month.

- 1.3.2. A detailed list of deliverables (including but not limited to reports, technical memorandums, geotechnical data, process and hydraulic models, calculations, drawings, and specifications) with the proposed deliverable schedule.
- 1.4. Submit a Draft and Final Phase 2 Work Plan, including deliverables and resource loading for the Design phase. The Phase 2 Work Plan shall include the following information:
 - 1.4.1. A cost loaded work breakdown structure. At a minimum, the breakdown will be at a subtask level and may be further broken down by discipline at the City's request. The City will provide a format for the work breakdown structure. Costs shall be loaded by month.
 - 1.4.2. A detailed list of deliverables (including but not limited to reports, technical memorandums, geotechnical data, process and hydraulic models, calculations, drawings, and specifications) with the proposed deliverable schedule.
- 1.5. Prepare for and attend technical coordination progress meetings every two weeks for the duration of the Agreement. Assume three (3) hours per meeting between City staff and two (2) project staff from the Contractor. Contractor shall document the meetings by producing project meeting minutes for distribution. Sharepoint shall be used for the storage and communication of all project documents.
- 1.6. Prepare and make presentations as required by SFPUC's Infrastructure Division Procedures. Typically, the presentations shall occur at the end of the CER, the establishment of the design criteria, and every design milestone (e.g., 35%, 65%, etc.). In addition, assume there will be up to two (2) value engineering presentations and up to four (4) presentations each to the SSIP Technical Steering Committee and the Management Oversight Committee. Each presentation will last approximately three (3) hours. The Contractor may be required to lead these presentations and will be required to prepare all necessary graphics and PowerPoint slides. Contractor shall document the meetings by producing project meeting minutes for distribution.
- 1.7. Prepare for and participate in coordination workshops to reconcile comments after each presentation. For the CER, and every design milestone (e.g., 35%, 65%, etc.) each workshop shall be four (4) hours and shall be coordinated between the Contractor and SFPUC staff. Up to two (2) workshops may be required at each design milestone for each package to discuss and review design comments. The Contractor will be required to lead these workshops. Contractor shall document the workshop by producing project meeting minutes for distribution.
- 1.8. Prepare for and participate in public outreach meetings/workshops, as needed. It is anticipated that routine (e.g., monthly) meetings will be held.

- 1.9. Participate in partnering sessions with the successful bidders of the construction package(s) and the construction management team(s). Assume up to four (4) separate full day meetings.
- 1.10. Submit monthly progress reports, with highlights of work achievements during the past month (including the community benefit effort), issues requiring action and proposed solutions, work planned and important milestones for the upcoming month, summary of design work hours by discipline, and a decision log showing significant decisions approved over the life of the contract. Also for each task, provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; (3) summary of current expenditures (person-hours, dollars expended, and percent of task budget expended); (4) remaining task budget; and (5) estimated expenditures for the following month. The report shall identify any issues or scope changes that may affect overall cost and/or schedule of planning/design phases.
- 1.11. Provide information and updates for SSIP quarterly reporting, SSIP quarterly Commission updates, and programmatic schedules. As part of a quarterly meeting, this will be reviewed by the SSIP management team.
- 1.12. Maintain both hard copy and electronic project files (utilizing SharePoint) including all plans, reports, correspondences, calculations, and other documents pertaining to the planning and design efforts. A fully collated, organized, indexed set of paper and electronic copies shall be transferred to the SFPUC within twenty (20) working days of the 100% planning (end of CER) and preliminary engineering, including copies of documents already passed to SFPUC during the assignment. All calculations shall be stamped and signed by a Professional Engineer licensed in the State of California. All documents shall be fully checked and signed off in accordance with Quality Assurance/Quality Control procedures.
- 1.13. Coordinate review comments provided by others on reports, memoranda, project documents, and other work products. Document and disseminate responses to review comments. Contractor will provide responses to all comments in a tabular format as provided by the SFPUC.

Task 1 Key Deliverables:

- 1.A. Draft Project Management Plans (one for each phase), 3 hard copies and one copy in digital format, within four (4) weeks from Phase 1 and Phase 2 NTPs;
- 1.B. Final Project Management Plans (one for each phase), 3 hard copies and one copy in digital format, within two (2) weeks of receiving City's comments;

- 1.C. Draft Phase 1 Work Plan, 3 hard copies and one copy in digital format, within six (6) weeks from Phase 1 NTP;
- 1.D. Final Phase 1 Work Plan, 3 hard copies and one copy in digital format within two (2) weeks of receiving City's comments;
- 1.E. Draft Phase 2 Work Plan, 3 hard copies and one copy in digital format, within four (4) weeks from Phase 2 NTP;
- 1.F. Final Phase 2 Work Plan, 3 hard copies and one copy in digital format, within two (2) weeks of receiving City's comments;
- 1.G. Meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, one hard copy and one copy in digital format, within two (2) weeks of date of meeting/presentation workshop;
- 1.H. Monthly Progress Reports, one hard copy and one copy in digital format, within five (5) calendar days after the end of each month;
- 1.I. Monthly invoices, three (3) hard copies, or as in accordance with City requirements;
- 1.J. Provide two hard copies and three digital copies, within twenty (20) working days of the 100% planning and preliminary engineering of all project correspondence, calculations, references, photographs, graphics, AutoCAD files, and other project records,;
- 1.K. Responses to review comments, one hard copy and one copy in digital format.
- 1.L. All deliverables will be signed off by the City.

TASK 2: QUALITY ASSURANCE/ QUALITY CONTROL

- 2.1 Prepare Draft and Final Quality Assurance (QA) Plan for review and acceptance by SFPUC staff. The QA Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;
 - 2.1.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.

- 2.2 Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with other related projects and their City/consultant staff.
- 2.3 Prepare Quality Control (QC) Plan - The Contractor shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:
 - 2.3.1 Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - 2.3.2 Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - 2.3.3 Procedures for reviewing and checking work performed by subconsultants to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - 2.3.4 Procedures for resolving review comments; and
 - 2.3.5 Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
- 2.4 Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for

successfully interfacing planning and design with other related projects and their City/consultant staff.

Task 2 Key Deliverables:

- 2.A. Draft QA Plan, 3 hard copies and 1 copy in digital format, within six (6) weeks from Phase 1 NTP.
- 2.B. Final QA Plan, 3 hard copies and one copy in digital format, within three (3) weeks from receipt of City comments.
- 2.C. Draft QC Plan, 3 hard copies and one copy in digital format, within six (6) weeks from Phase 1 NTP.
- 2.D. Final QC Plan, 3 hard copies and one copy in digital format, within three (3) weeks from receipt of City comments.
- 2.E. Monthly reports that document compliance with both the QA and the QC plans (i.e. QC reviewer names and signatures on forms for key project deliverables, etc.)

TASK 3: REVIEW BACKGROUND INFORMATION

This task shall include the review of relevant available project documents from available resources. The following contains a partial list of documents for the successful Contractor to review.

- 3.1. At a minimum, the Contractor shall review the following:
 - 3.1.1. SSIP Endorsed Goals, LOS and Strategies
 - 3.1.2. Relevant record drawings of SEP
 - 3.1.3. SSIP Validation Report and SEP Technical Memorandum 2013
 - 3.1.4. SEP Baseline Conditions Report, 2013
 - 3.1.5. Needs Assessment Report, TO-23 New Headworks Facility, November 2013
 - 3.1.6. SEP Condition Assessment Report, 2013
 - 3.1.7. Grit Characterization Study, Southeast Plant, June 2014

- 3.1.8. New Headworks Facilities/Central Bayside System Improvement Project Pumping Evaluation TM, 2014
- 3.1.9. Wastewater Enterprise Bayside System Operations Plan Summary – Baseline Report, October 2013
- 3.1.10. Regulatory and operating permits for the treatment plant and headworks facility operation, excluding resource agency permits for construction
- 3.1.11. Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from the SFPUC and other City agencies such as San Francisco Department of Building Inspection (SFDBI) and SFDPW. Also any available geotechnical and hazardous material investigation reports from other public/private projects/entities
- 3.1.12. Available utilities information for the areas located in the vicinity of this project from SFDBI, SFPUC, and SFDPW libraries
- 3.1.13. Record drawings of other facilities located in close proximity to this project, e.g. Caltrain, Caltrans, PG&E, etc., to locate all existing utilities and structures within the project area
- 3.1.14. General Plan, Zoning, Community Plan, other applicable plans and environmental documents (to be compiled by BEM)
- 3.1.15. SFPUC Health and Safety Guidelines
- 3.1.16. General Seismic Requirements for Design of New Facilities and Upgrade of Existing Facilities, Revision 3 (EMB, June 2014 and any subsequent revisions)

Additional materials suggested for review include, but are not limited to: surveying data; aerial photos; topographic maps; right-of-way (ROW) maps; impact avoidance and mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies.

- 3.2. It is anticipated that the following documents may be finalized and made available by the time the SFPUC issues the Phase 1 NTP. The reports/plans are being initiated and/or developed by PMC and/or SFPUC staff.

- 3.2.1. Alternative Analysis Report, TO-23 Headworks Facility, December 2014

3.2.2. SEP Integration, TO-29, December 2014

3.2.3. Community Outreach and Participation Plans addressing Project stakeholders

Task 3 Key Deliverables:

- 3.A. Draft and Final Technical Memoranda (TM) confirming the adequacy and applicability of information presented in the background documentation; identifying any data gaps that must be completed during planning and design phases of the project; and presenting a schedule and plan for addressing the data gaps. Draft TM shall be submitted no later than six (6) weeks after NTP. If necessary, a recommended scope of work and budget to obtain additional data shall be submitted with the plan. Provide five (5) hard copies and one (1) digital copy.

TASK 4: SURVEYING INFORMATION

This task will be implemented with guidance and in coordination with City surveying staff. It should be assumed that some of the surveying work will be performed by City staff.

- 4.1. Develop Survey Information. Perform land surveys and aerial surveys and prepare maps for areas within the Project boundaries and all additional property to be obtained for the Project. Develop topographic information for inclusion in background/contract drawings for the Project facility for construction bids. Provide support for new land acquisitions if necessary. Contractor to determine and work with City for appropriate datum, grid size, scale, and resolution.
- 4.2. Coordinate and obtain necessary approvals from local agencies, private owners, and utilities through City representatives for survey work. Obtain access and/or permits required to accomplish necessary surveying by completing and processing permit applications, and by providing technical support, as needed, to secure these permits. Any costs for permits will be reimbursed back to the Contractor with proper receipts/documentations via progress payments. City staff will help support this task, but overall responsibility of this task remains with the Contractor.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide the crew hour rate for this task.

Task 4 Key Deliverables:

- 4.A. Background Drawings - Provide background drawings, in both AutoCAD (latest City version) electronic format and hard copy, containing topographic information. For

the drawing submittal, furnish two (2) bound full-size sets and one (1) set of the drawings in electronic AutoCAD (latest City version) format.

- 4.B. Land and Aerial Survey Information - Submit ten (10) hard copies and one (1) electronic copy of survey field notes and data and other backup information used in developing background drawings.

TASK 5: UTILITY INFORMATION

Contractor shall gather, identify, and document all utility information within and surrounding the Project boundaries. Contractor will also identify all utility information within and surrounding any site identified under additional land needs and property acquisition. Contractor will work with City staff to coordinate with utilities to obtain existing utility records. The following are the responsibilities of the Contractor under this task during Planning and Design Phases.

- 5.1. Prepare a pothole sampling plan that identifies the utilities or underground facilities to be verified. Include information on the methodologies (shallow versus deep) to be used to perform the potholing.
- 5.2. Perform field inspection/subsurface investigations as needed to verify location of utilities and facilities that may conflict with the proposed project elements. This includes but is not limited to all the facilities associated with the New 250 MGD Headworks Facility Project. This will require pothole investigations of both City and private utilities/facilities.
- 5.3. Prepare AutoCAD maps/layers showing the location of the existing utilities. This will be part of the overall site drawings.
- 5.4. Coordinate and provide design or design support for any required relocation of utilities or facilities (public or private).
- 5.5. Prepare and submit utility occupancy plans per the SFPUC Guidelines. Utility occupancy plans shall be certified by a CA licensed PE.

Task 5 Key Deliverables:

- 5.A. Pothole sampling plan – Prepare and submit three (3) hard copies and one (1) text-searchable electronic copy.
- 5.B. Utilities and Facilities Coordination Technical Memorandum - Prepare and submit three (3) hard copies and one (1) text-searchable electronic copy of a technical memorandum package summarizing the results of utilities and facilities field location work. The technical memorandum and accompanying documents shall record field

information on utilities and facilities that may conflict with the proposed project elements. It shall identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by the proposed project elements. The TM shall include but not be limited to: an overall site map of all the potholing locations; a table listing the pothole identification number, pothole coordinates, depth of pothole activity, and utility or underground facility identified; and, any pictures related to the potholing activities.

- 5.C. AutoCAD maps/layers showing the type, size, and location of active and abandoned utilities. These maps will be submitted to the owners of the utilities and returned for confirmation.

TASK 6: GEOTECHNICAL AND HAZARDOUS MATERIAL INVESTIGATION

The overall task will be to assess the geology, geotechnical, and groundwater conditions at the preferred project site and to determine the required design parameters. Contractor shall define and conduct/implement a geotechnical investigation and hazardous material site characterization program for the preferred site which is near or at SEP. The Contractor shall acquire, assemble, and review all available geotechnical information within the project limits, identify the missing geotechnical/hazardous material information, and develop a work plan to obtain the missing information. The Contractor shall obtain all necessary geotechnical/hazardous material information. The findings will be taken into consideration in the site planning for the Project. In evaluation of the existing and newly acquired geotechnical/hazardous material information, the Contractor shall determine the site-specific design criteria to use as the basis of design, including all geotechnical and seismic hazards information. The Contractor shall determine and identify all geotechnical design information and seismic hazards information related to the Project. This includes, but is not limited to, depth of piles, lateral spread, site-specific ground motion, liquefaction potential, and how these parameters may impact the reuse of existing piles. The analysis shall provide all geotechnical information needed by the design team to complete the design.

The geotechnical investigation and site characterization program for the entire project, including City's/other agencies' ROW shall include, but not be limited to, the items listed below. Due to possible hazardous underground soil, groundwater issues, and the monitoring wells, the Contractor shall prepare a report in accordance with the standard engineering practices and shall present alternative recommendations to mitigate geotechnical and hazmat issues as needed.

- 6.1. Site exploration shall include, but is not limited to, drilling and sampling boreholes, cone penetration tests, sampling and testing for soil and groundwater corrosivity, sampling and testing for presence of hazardous materials in soil and groundwater, seismic refraction survey, and installation and monitoring of groundwater observation wells as required to measure seasonal variability. Site services shall also include in-situ testing and monitoring including, but not limited to, groundwater monitoring, hazardous gas

monitoring and testing, hazardous materials testing, and hydraulic conductivity testing. Contractor shall perform initial assessment as directed by the City.

- 6.2. Laboratory testing shall include, but is not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil and groundwater handling and disposal requirements.
- 6.3. Provide assessment of seismicity to the retrofit of existing infrastructures and the design of new infrastructures. Provide detailed design parameters to the design team.
- 6.4. Perform all related necessary investigations, administrative applications, submittals, and reporting in accordance with the San Francisco Maher Ordinance requirements within areas of the Maher Ordinance. This work includes, but is not limited to, site history and records review; soil sampling and analysis program to characterize soil according to the Maher Ordinance requirements; compaction study to evaluate re-use of excavated fill materials; and compliance with all sections of the Maher Ordinance. Documented information shall be evaluated and formatted such that potential requirements for off-site disposal of soil generated during future construction activities at the site are identified with recommended mitigation measures during construction if necessary, to protect workers and the public from exposure to hazardous chemicals.

Contractor shall provide the necessary project information to SFPUC-BEM to obtain the necessary CEQA approvals for the field boring work and groundwater well drilling and abandonment.

Task 6 Key Deliverables:

- 6.A. Draft and Final Data Report on Previous Investigations - The report shall include a summary graphic showing the location of all previous borings and geotechnical information collected to date and shall summarize all available geotechnical, hazardous material, and groundwater information pertaining to the proposed alternative locations. In addition, all the complete existing reports, data, and information used to compile the summary report shall be provided as appendixes in electronic format. Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final report.
- 6.B. Draft and Final Geotechnical & Hazardous Material Investigation and Site Characterization Work Plan - This Work Plan shall describe the geotechnical, groundwater, and hazardous material investigation and site characterization program necessary for the identified alternatives. The Plan will include the number of borings and wells, the necessary depths, boring and well locations testing methods and protocols, and a number of contingency borings in case additional boring and groundwater information is required during Planning or Preliminary Design. Applicable portions of the Plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in

advance of fieldwork. This Work Plan shall be reviewed and accepted by the City prior to proceeding with the program work. Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final work plans.

6.C. Draft and Final Geotechnical and Hazardous Material Investigation and Site Characterization Data Report (GDR) – The report shall provide factual data and information obtained from the geotechnical, groundwater, and hazmat investigation efforts. The location of any soils or groundwater that contains hazardous constituents and underground fuel tanks shall be identified. The report must characterize the soil to be removed or reused on site and shall include a soil balance analysis. The report shall also provide information for developing methods and locating sites for handling, treatment, storage, and disposal of any contaminated materials. Descriptions of any areas requiring special handling, such as capping, grout injection, or other methods, shall be provided. The GDR is to provide information for screening and site layout of alternatives. Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final reports.

6.D. Draft and Final Geotechnical Interpretive Report (GIR) - This report is to provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis. Furthermore, geotechnical recommendations shall be provided for design of all project components, including underground work, pile depth, dewatering, shallow and deep foundations, any shoring constraints necessary to prevent settling of adjacent buildings/basins/facilities, monitoring necessary to detect any settling, excavation compaction, grading and sub-grade preparation. Geotechnical recommendations for various alternative construction methods shall be provided and reviewed. Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final GIR.

The reports and data listed above are expected to be made available for construction bidder's review as a part of the contract documents. It is therefore critical that the documents go through multiple quality checks before they are finalized.

TASK 7: CONCEPTUAL ENGINEERING REPORT (CER)

The Conceptual Engineering Report (CER) will contain preliminary design criteria and preliminary site layouts to document the basis of design for the Recommended Alternative. The CER shall be structured for two grit removal alternatives as described in the final AAR and will proceed with two layouts.

Contractor will provide a hydraulic model to show the hydraulic profile throughout the SEP at different flow and operating scenarios. The SFPUC will determine which hydraulic model

software/program to be used based on input from the Contractor. Contractor will provide the hydraulic model and the program to the SFPUC.

Building Information Modeling (BIM) will be used to deliver the New 250 MGD Headworks Facility Project. Drawings and 3D models will be in AutoCAD 2015, AutoCAD Civil 3D 2015, AutoCAD P&ID, and Revit 2015, or as directed by the SFPUC. Navisworks will be used for visualization and coordination. BIM will ultimately be used to link to scheduling, cost, and asset management models.

7.1. Prepare a BIM execution plan that conforms to SFPUC drafting, CAD, data, and asset management standards and needs.

7.2. Prepare a Conceptual Engineering Report for the New 250 MGD Headworks Facility Project, in accordance with SFPUC standards. The CER, at a minimum should address:

- Project history, goals, and summary;
- Preliminary design criteria (civil, seismic, pipelines, electrical, architectural, mechanical, HVAC, fire protection, instrumentation);
- Major equipment list and associated equipment data information (capacity, horsepower, type, etc.);
- Design chemical doses;
- Description of proposed project elements;
- Hydraulic modeling and results;
- Process operating descriptions and O&M control strategies (incorporating input from WWE);
- Validation and analysis of the data from the grit pilot study and the use of the information in the basis of design
- Computational fluid dynamics (CFD) modeling to show even flow distribution and prevention of grit accumulation under all flow conditions in the design
- Permit requirements;
- Construction sequencing and phasing;
- Identification of key interfaces with existing facilities or other projects;
- Constructability analysis of permanent and temporary structures;
- Drawings and operating descriptions for any temporary bypass systems needed to meet permit compliance during construction;
- Any land use needs;
- Testing and startup concept;
- Project schedule;
- Construction and O&M cost estimates;
- Draft specifications section list;
- Draft drawing list;
- Preliminary Drawings (process flow diagrams, site plan, site access, preliminary plans and elevations, preliminary single line diagrams, preliminary P&IDs, temporary bypass systems, etc.) for each construction contract package;

- Preliminary contractor staging area;
- Calpuff odor dispersion modeling showing ability to meet fence-line odor design criteria;
- Coordination needed with other projects in the vicinity; and
- CER CEQA Checklist.

Task 7 Key Deliverables:

- 7.A. Draft and Final BIM Execution Plan – Ten (10) draft and final hard copies and three (3) text-searchable digital copies.
- 7.B. Hydraulic model and program and Calpuff model. The actual modeling program must be provided. Model outputs are not acceptable. The City must be able to modify the model to run different scenarios independently.
- 7.C. Draft and Final Conceptual Engineering Report - Thirty (30) draft hard copies and three (3) text-searchable digital copies. Thirty (30) final hard copies and fifteen (15) text-searchable digital copies, within two (2) weeks of receiving City's comments. All reference information (NAR, AAR, reports, technical memorandums, drawings, etc.) shall be included electronically as reference material for the CER. The CER shall be stamped and signed by a Professional Engineer licensed in the State of California.

TASK 8: DESIGN CRITERIA

SFPUC policies and procedures dictate that each project must establish Design Criteria to define the requirements needed to develop the design recommended in the Conceptual Engineering Report (CER). The Design Criteria provides the design basis, specific site conditions, functional and operational requirements, extent of the design, loads, codes and standards for the design, and particular methodologies (including software) to be used for design. Design Criteria must be finalized by the time the 35% Design package is issued. Once established, the Design Criteria serve both to guide the designers' work and as the most fundamental basis for quality review of the design and design products (i.e., Drawings and Specifications).

The Design Criteria shall be based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the seismic requirements as defined by the *General Seismic Requirements For Design of New Facilities and Upgrade of Existing Facilities, Revision 3* dated June 2014 as issued by the SFPUC Infrastructure Division Engineering Management Bureau and any subsequent revisions.

- 8.1. Develop a Design Criteria document that conforms to the SFPUC policies and procedures. The design criteria should contain at a minimum the following categories:
 - Project purpose;
 - Site Description;
 - Project Background;

- Summary of Project Goals and Improvements;
- Existing Constraints;
- General codes, references, and project criteria;
- Demolition;
- Process Design including but not limited to size and loading criteria, peaking assumptions, utility needs, hydraulic controls, range of flows, O&M considerations, and design parameters for self-cleaning design features;
- Geotechnical Design;
- Seismic Design;
- Structural Design;
- Civil Design;
- Electrical Design;
- Pipeline Design;
- Instrumentation (P&IDs);
- Corrosion Control;
- Supervisory Control and Data Acquisition (SCADA) and DCS integration;
- Process Mechanical Design;
- HVAC;
- Plumbing;
- Fire Protection;
- Fire Alarm;
- Architectural Design;
- Potable and non-potable water use;
- Landscape Architecture Design;
- Safety;
- Security;
- Noise and Vibration Criteria; and
- Constructability.

Task 8 Key Deliverables:

- 8.A. Draft and Final Design Criteria - Thirty (30) hard draft copies and fifteen (15) text-searchable digital copies. Thirty (30) final hard copies and fifteen (15) text-searchable digital copies, within two (2) weeks of receiving City's comments. The Design Criteria shall be stamped and signed by a Professional Engineer licensed in the State of California.

TASK 9: 35% DESIGN SUBMITTAL

All documents generated by the Contractor as part of the New 250 MGD Headworks Facility Project will be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document

format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in ten (10) bound and one (1) unbound hard copies and one (1) text-searchable digital copy supplied on DVD/CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

The New 250 MGD Headworks Facility Project will be delivered using BIM. Drawings and 3D models will be in AutoCAD 2015, AutoCAD Civil 3D 2015, AutoCAD P&ID, and Revit 2015, or as directed by the SFPUC. Navisworks will be used for visualization and coordination. Title block will be provided by SFPUC. Specifications shall follow CSI 2012.

Based on the overall CEQA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for, a red-lined copy shall be submitted showing checker comments as proof of QA/QC adherence. Drawings shall be submitted as thirty (30) half-size bound copies, 1 half-size unbound copy, 2 full-size bound copies, and 1 full-size unbound copy. Digital copies shall include required drawings in AutoCAD and Adobe Acrobat PDF format and required specifications and design reports in MS Word and Adobe Acrobat PDF formats.

Following acceptance of the CER, Contractor will produce a 35% design progress set of construction contract documents (drawings and specification list) for the New 250 MGD Headworks Facility Project.

SFPUC will prepare, customize, and coordinate Division 0 and 1 specifications. Contractor will provide input into the preparation of the Division 0 and 1 specifications.

Documents to be prepared by the Contractor shall encompass the following:

- Definition of the facility that sufficiently identifies all major elements required, and the verification of feasibility of the design; and a list of permit requirements;
- Definition of construction contract packaging, if required;
- Preliminary horizontal (plans) and vertical alignments (sections) of the elements being designed; excavation and excavation/shoring support methods; methods of groundwater control, handling, and treatment; identification of any road relocations and traffic control; utility search;
- Provide a basemap drawing showing existing conditions and abandoned utilities/infrastructure based on a utility search, potholing work, and survey work;
- Coordination with City design team to establish location of near-surface and surface facilities associated with the elements being designed;
- Summary of design approach, and identification of design issues; outline of

specifications;

- Drawings, in conformance with SFPUC standards, a preliminary construction schedule taking into account construction sequencing of major work elements and critical aspects of the work elements; and a construction cost estimate ($\pm 30\%$ accuracy). The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts;
- Design drawings/specifications shall include at a minimum:
 - General site plan
 - Symbols, abbreviations, and standard legends
 - Process design criteria tabulation and process flow diagrams
 - Architectural plan and elevations
 - Civil site plans and typical civil details
 - Structural notes, plans, sections and details
 - Process mechanical plans, sections and details
 - Pipeline plans and profiles
 - Electrical plans, and single line diagrams
 - Process, instrumentation and control system diagrams.
- Drawings showing any temporary bypass systems;
- Drawings showing potential contractor staging areas;
- Preliminary drawing list and a specification list detailing the drawings and specification sections believed to be required in the 100% design package;
- A draft equipment list and equipment data sheets shall also be provided;
- List of equipment or materials with long lead times for procurement;
- Preliminary drawings, sketches and other information developed by the Contractor (Architect) for submission to the San Francisco Arts Commission for approval. Contractor will prepare any presentation materials necessary, and will be the lead presenter(s) with SFPUC staff to the San Francisco Arts Commission;
- Constructability analysis based on the 35% design contract documents;
- Technical information and other CEQA-related documents, needed for the project's environmental review per the direction of SFPUC's BEM. This effort may include meetings with BEM staff and their environmental consultant; and

Design elements will be frozen at the completion of the 35% design package. Only design refinements that do not impact schedule and budget will be addressed in subsequent design packages. Following completion of the 35% design package, any significant design changes that impact schedule and budget will go through the SFPUC change control/management procedure.

TASK 10: DEVELOP AND RUN PHYSICAL, HYDRAULIC SCALE MODEL

Under this task the Contractor shall design, build and run a physical, hydraulic scale model to simulate hydraulic conditions at the new SELS all the way through to the new grit removal process. The objective of the model would be to examine the ongoing design, to show even flow distribution under all flow scenarios and operating strategies, and to minimize or eliminate the amount of grit deposited upstream of the grit removal process. The model should be configured to examine and compare the relative flow conveyed to each screen and grit removal unit under all flow scenarios and operating strategies to ensure that adequate flow distribution is provided for optimized performance. This physical model should be developed at or prior to the 35% milestone to allow for the model results to be incorporated into the design.

Prior to the construction of the physical model, CFD modeling must verify that the design will provide even flow distribution and prevent grit accumulation under all flow scenarios and operating strategies. Model runs shall take place at 35% and 95%, at a minimum. If significant design modifications are incorporated between 35% and 95% design deliverables, a new physical model may need to be developed. The physical model shall reside in and all testing should be performed in the San Francisco Bay Area.

Task 10 Key Deliverables:

- 10.A. Technical memorandum on the CFD modeling and simulation results.
- 10.B. Technical memorandum on the design parameters and basis of the actual physical model.
- 10.C. Physical model.
- 10.D. Technical memorandums at 35% and 95% summarizing model output data and any design modifications needed to ensure adequate flow distribution as well as to eliminate grit deposits.
- 10.E. Photographs and video documentation. Submit still photographs and video footage throughout the initial design and final design test phases to provide a visual documentation of the model study progress and key results.

TASK 11: 65% DESIGN SUBMITTAL

All documents generated by the Contractor as part of the New 250 MGD Headworks Facility Project will be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in ten (10) bound and one (1) unbound hard copies and one (1) text-searchable digital copy supplied on DVD/CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

The New 250 MGD Headworks Facility Project will be delivered using BIM. Drawings and 3D models will be in AutoCAD 2015, AutoCAD Civil 3D 2015, AutoCAD P&ID, and Revit 2015, or as directed by the SFPUC. Navisworks will be used for visualization and coordination. Title block will be provided by SFPUC. Specifications shall follow CSI 2012.

Based on the overall CEQA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for, a red-lined copy shall be submitted showing checker comments as proof of QA/QC adherence. Drawings shall be submitted as thirty (30) half-size bound copies, 1 half-size unbound copy, 2 full-size bound copies, and 1 full-size unbound copy. Digital copies shall include required drawings in AutoCAD and Adobe Acrobat PDF format and required specifications and design reports in MS Word and Adobe Acrobat PDF formats.

The 65% design documents shall address comments from the 35% design.

Documents shall encompass the following:

- Response to Comment Log documenting the 35% comments and corresponding response in the 65% Design;
- Integration of drawings and specifications with those produced by the City Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings;
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions;
- Updated detailed construction cost estimates ($\pm 20\%$ accuracy);
- Updated construction schedule showing proposed sequence of construction and critical path elements, including any temporary facilities;
- Updated drawing list and a specification list detailing the drawings and specification sections believed to be required in the 100% design package;
- The 35% draft equipment list and equipment data sheets shall also be updated to reflect the design refinements made in the 65% design package. Include a preliminary list of material and equipment to be pre-purchased;
- Drawings, sketches and other information, developed by the Contractor (Architect) for submission to the San Francisco Arts Commission for approval. Contractor will prepare any presentation materials necessary, and will be the lead presenter(s) with SFPUC staff to the San Francisco Arts Commission;

- Constructability analysis based on the 65% design contract documents;
- Technical information and other CEQA-related documents, needed for the project's environmental review per the direction of SFPUC's BEM. This effort may include meetings with BEM staff and their environmental consultant; and
- Design drawings/specifications shall include at a minimum:
 - General site plan;
 - Symbols, abbreviations, and standard legends;
 - Process design criteria tabulation and process flow diagrams;
 - Architectural plan and elevations;
 - Hydraulic profiles;
 - Demolition plans;
 - Civil grading, paving and drainage plans for site;
 - Civil yard piping plans;
 - Civil site plans and typical civil details;
 - Structural notes, plans, sections and details;
 - Process mechanical plans, sections and details;
 - Pipeline plans and profiles;
 - Electrical plans, and single line diagrams;
 - Process, instrumentation and control system diagrams; and
 - Typical instrumentation details
 - Temporary bypass systems
 - Contractor staging areas

TASK 12: 95% DESIGN SUBMITTAL

All documents generated by the Contractor as part of the New 250 MGD Headworks Facility Project will be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in ten (10) bound and one (1) unbound hard copies and one (1) text-searchable digital copy supplied on DVD/CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

The New 250 MGD Headworks Facility Project will be delivered using BIM. Drawings and 3D models will be in AutoCAD 2015, AutoCAD Civil 3D 2015, AutoCAD P&ID, and Revit 2015, or as directed by the SFPUC. Navisworks will be used for visualization and coordination. Title block will be provided by SFPUC. Specifications shall follow CSI 2012.

Based on the overall CEQA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to

ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for, a red-lined copy shall be submitted showing checker comments as proof of QA/QC adherence. Drawings shall be submitted as thirty (30) half-size bound copies, 1 half-size unbound copy, 2 full-size bound copies, and 1 full-size unbound copy. Digital copies shall include required drawings in AutoCAD and Adobe Acrobat PDF format and required specifications and design reports in MS Word and Adobe Acrobat PDF formats.

The 95% design documents shall address comments from the 65% design.

Documents shall encompass the following:

- Response to Comment Log documenting the 65% comments and corresponding response in the 95% Design;
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC;
- Updated detailed construction cost estimates ($\pm 10\%$ accuracy);
- Construction schedule based on the 95% design contract documents. The construction schedule should clearly identify the sequence of work needed to ensure that the construction work does not impact SEPs ability to meet permit compliance. This includes any temporary facilities needed during construction. The schedule shall also identify the system shutdown and operational constraint windows to be imposed as part of the contract;
- All drawings and specification sections necessary for a biddable construction document shall be provided including temporary bypass systems and contractor staging areas;
- Updated drawing list and a specification section listing of those drawings/sections that have been submitted;
- Final constructability analysis;
- Updated equipment list and equipment data sheets shall also be provided. Include a final list of material and equipment to be pre-purchased and/or require long lead times for procurement;
- Contractor shall incorporate all mitigation measures identified in the CEQA documents into the design documents; and
- Completion of construction documents and packages for integration with contract plans/drawings and specifications produced by the SFPUC Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC contract preparation staff.

TASK 13: 100% DESIGN SUBMITTAL

All documents generated by the Contractor as part of the New 250 MGD Headworks Facility Project will be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in ten (10) bound and one (1) unbound hard copies and one (1) text-searchable digital copy supplied on DVD/CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

The New 250 MGD Headworks Facility Project will be delivered using BIM. Drawings and 3D models will be in AutoCAD 2015, AutoCAD Civil 3D 2015, AutoCAD P&ID, and Revit 2015, or as directed by the SFPUC. Navisworks will be used for visualization and coordination. Title block will be provided by SFPUC. Specifications shall follow CSI 2012.

Based on the overall CEQA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

The 100% design documents shall address comments from the 95% design.
The 100% design documents shall include a complete biddable construction document.

Documents shall include the following:

- Response to Comment Log documenting the 95% comments and corresponding response in the 100% Design;
- Incorporation of final environmental mitigation measures;
- Finalized, stamped and signed plans and specifications inclusive of all comments generated by SFPUC contract preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA/QC audit;
- The 100% construction package shall be stamped and signed by a Professional Engineer licensed in the State of California. All structural drawings must be stamped and signed by a Structural Engineer (SE) licensed in the State of California;
- A detailed itemized final construction cost estimate ($\pm 10\%$ accuracy) for the construction;
- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services;

- Necessary permit applications supporting documents to SFPUC for review and acceptance prior to sending to the appropriate agency as required; and
- Submittals shall be compatible with the SFPUC standards to allow easy entry into the SFPUC Document Control System.

Where interim submittals for review are called for, a red-lined copy shall be submitted showing checker comments as proof of QA/QC adherence. Drawings shall be submitted as thirty (30) half-size bound copies, 1 half-size unbound copy, 2 full-size bound copies, and 1 full-size unbound copy. Digital copies shall include required drawings in AutoCAD and Adobe Acrobat PDF format and required specifications and design reports in MS Word and Adobe Acrobat PDF formats.

TASK 14: ENGINEERING SUPPORT DURING BID AND AWARD

- 14.1. Contractor shall attend and assist at pre-bid conferences (2 hours each) and pre-bid site walks (4 hours each) for each bid package. Contractor will prepare all material related to the pre-bid site walks. Contractor shall review and respond to bidders (general contractors, subcontractors, and manufacturer's representatives) questions on bid documents (QBD). Contractor shall prepare addenda text and drawings (in AutoCAD) describing clarifications and revisions to the design as required. Contractor shall provide revised AutoCAD drawings showing all changes outlined in the addenda to the City as part of the addenda. All addenda drawings and sketches shall be stamped and signed by a Professional Engineer licensed in the State of California. Contractor may be asked to assist the City in reviewing and analyzing received bids.

Task 14 Key Deliverables:

- 14.A. Responses to QBDs in electronic (Word, Excel, and pdf) format
- 14.B. Addendums in paper and electronic (Word, Excel, AutoCAD, and pdf) format using the latest City versions. Two (2) hard draft copies and two (2) text-searchable digital copies.
- 14.C. Technical Memorandum on bid evaluation – if requested by the City

TASK 15: ENGINEERING SUPPORT DURING CONSTRUCTION (ESDC), START-UP, AND CLOSEOUT

- 15.1. Provide engineering support to the City during the construction, start-up, and closeout phases for work in which the Contractor is the Engineer of Record. This includes, but is not limited to the following:

- Attend Partnering sessions;
- Review and provide written responses to shop drawings, submittals, request for information (RFIs), change orders requests (CORs), and substitution requests from the Contractor through the City;
- Provide revised drawings (in AutoCAD) for design or owner requested changes;
- Assist the Construction Management (CM) staff in responding to and negotiating claims and developing proposed change orders;
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and City offices (as needed);
- Identify construction phase items requiring presence of engineer in the field and coordinate with the Project Engineer. Provide field engineering support to CM team during construction.
- Review value engineering proposals from the contractor.
- Review contractor submitted operations manuals.
- Develop a final combined operation manual for the facility.
- Provide start-up and testing support
- Prepare final AutoCAD as-builts from contractor certified mark-ups. As-builts shall be prepared and certified per the SFPUC procedures

Task 15 Key Deliverables:

- 15.A. Responses to inquires as related to shop drawings, submittals, RFIs, change orders and/or substitution requests, in electronic (Word, Excel, and pdf) format
- 15.B. Revised drawings and/or specifications, in paper and electronic (Word, Excel, AutoCAD, and pdf) format using the latest City versions. Two (2) hard draft copies and two (2) text-searchable digital copies.
- 15.C. Technical Memorandums and meeting summaries
- 15.D. Written responses to issues that may arise during construction.
- 15.E. Submit ten (10) hard copies in full size vellums, ten (10) hard copies in half size bond paper, one (1) electronic copy in AutoCAD and Adobe Acrobat (pdf) format.

TASK 16: TRAINING AND TECHNOLOGY TRANSFER

The Contractor shall conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City, potential training topics may include but are not limited to the following: screening processes, grit removal processes, odor control, and facility operation and start-up, public communication strategies, temporary bypass operations, and/or lessons learned.

- 16.1. Services to be provided under this task include preparing, coordinating, and providing training sessions, both in the field (SEP) and in the office. These training sessions (field visits and in-office seminars) shall be independent of the other workshops held for this project and other services provided for other tasks. Parts of the documents developed under other tasks can be used as some of the training material. Training sessions will take place in a location as designated by the City.

Task 16 Key Deliverables:

- 16.A. Training material, in electronic (Word, Excel, and pdf) format
- 16.B. Handouts, diagrams, etc. to be used in classroom and/or field

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$30,000 for this task.

TASK 17: COMMUNICATIONS AND PUBLIC OUTREACH

The City will implement a comprehensive SSIP outreach program in District 10 to inform and educate the external and internal stakeholders on the program. SFPUC Communications will be the lead entity on this effort. The Contractor, under the direction of the SFPUC, and in coordination with the SSIP Program Management Consultant, will provide support to the communication and stakeholder outreach effort for this Project. Tasks may include, but are not limited to:

- 17.1. Develop informational collateral material such as, but not limited to:
- Fact sheets and brochures;
 - Newsletters;
 - Website content;
 - Videos;
 - Graphic art;
 - Illustrative posters and displays;
 - Construction notifications;
 - Advertisements for print, television and/or radio;

- Electronic communication via social media such as Facebook and Twitter; and/or
- Electronic surveys via iPad, Metroquest, or other tools.

17.2. Provide support to Event Planning and Public Meetings

- Logistical support for the planning, organization and coordination of public meetings, press conferences, special events;
- Identify and secure meeting location and venue needs
- Provide note-taking during the meeting/event, produce meeting summaries, and follow-up documents; and/or
- Provide written transcripts of meetings, if required.

17.3. Provide Print Services. Provide specialty printing services, for mailed notices, newsletters, project displays, banners, decals, billboards, etc.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$150,000 for this Task.

Task 17 Key Deliverables:

17.A. As described in Task 17.1, and as directed by City staff.

TASK 18: COMMUNITY BENEFITS

Following issuance of the Notice-to-Proceed (NTP) for the first task to be performed by Contractor under this Agreement, Contractor commits to providing the Community Benefits Commitments detailed below during the 6 year term of the Agreement. Contractor's commitments shall be funded independently by Contractor and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with this Project. In the event that the contract value is not fully expended or is otherwise amended, the parties hereby agree to meet and discuss the impact to the corresponding Community Benefit Commitments. The representations, warranties and other terms contained in this Community Benefit Commitments section have been designed by Contractor as the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

As stated in the Request for Proposals

"Although this Task 18 is a deliverable task, it is a zero-dollar task. Zero hours should be allotted in your Overhead and Profit Schedule (OPS) for this task. No hours or dollars should be allotted or included in Contractor's costs for this Project in order to perform or deliver your voluntarily proposed Community Benefits commitments. If the Contractor commits any funds to delivering the Community Benefits commitments it proposes, all such funds must be

independent of SFPUC funding or any dollars associated with this Project. If the Contractor commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including not being dependent upon release of retention, etc.”

Community Benefits Plan and Timeline

Contractor shall work with the SFPUC Assistant General Manager for External Affairs or designee to develop a Community Benefits Plan and Timeline within three months of issuance of NTP. The Community Benefits Plan and Timeline will provide details regarding expenditures, a schedule, and timelines related to the Community Benefits Commitments described below. Contractor shall develop the Community Benefits Plan and Timeline so that all of the deliverables, including the dollars and hours associated with the Community Benefits Commitments described below, are aligned with and driven by SFPUC’s priorities and broader Agency-wide community benefits strategy. Contractor’s team will develop the Community Benefits Plan and Timeline with the necessary flexibility relating to timing, expenditure of funds, partners, strategic delivery, scale, and performance of Community Benefits Commitments so that they are all aligned with, directed by, and driven by the SFPUC Assistant General Manager for External Affairs’ community benefits strategy for the SFPUC and in order to best leverage our collective resources and positive community impacts. Once the initial Community Benefits Plan and Timeline are developed, SFPUC and Contractor shall meet at least once a year during the term of the Agreement to discuss the work plan and associated timelines, and make any adjustments or updates as necessary.

Community Benefits Commitments

Contractor shall develop a work plan, schedule, and timeline as one component of the Community Benefits Plan and Timeline that will be aligned with and driven by SFPUC’s priorities to deliver, perform and produce the following Community Benefits Commitments:

Community Benefits Summary Table

Description of Community Benefit/Category	Community Partner (when needed)	Expected Outcomes (be as specific as possible)	(A) Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (Specify a rate for all hours)	(D) Total Value of Volunteer Hours (B x C)	(E) In-Kind Contributions	(F) Total Contributions (A + D + E)
1. Adopt Middle Schools	Willie L. Brown, Jr and Malcolm X Middle Schools	Education	\$20,000	160	\$175	\$28,000	\$0	\$48,000
2. Scholarships		Education	\$10,000	0	\$175	\$0	\$0	\$10,000
3. High School and College Engineering Internship		Workforce Development	\$40,000	200	\$175	\$35,000	\$0	\$75,000

4. CADD "Boot Camp" Training	Workforce Development	\$28,800	160	\$175	\$28,000	\$0	\$56,2000
5. Public Education on Green Infrastructure	Environment	\$0	240	\$175	\$42,000	\$0	\$42000
TOTAL		\$98,200	760		\$133,000		\$231,200

Contractor shall provide \$98,200 in direct financial contributions and \$133,000 in volunteer hours. Contractor commits to a minimum contribution of \$231,200 over the life of this contract.

Contractor's community benefits work will be executed as a major task for the Project. As stated above, Contractor shall coordinate and develop the timing, schedule, partners, and size/scale of the delivery, performance and dollar expenditures related to all of Contractor's Community Benefits Commitments throughout the term of the Agreement with the necessary flexibility so that they are all aligned with and driven by the SFPUC in order to leverage and maximize our collective resources and positive community impacts.

Community Benefits Work Approach, Project Team/Organization, and Accountability

Lou Carella shall serve as the Task Lead and will manage the Contractor's community benefits commitments and provide fiduciary oversight. The Task Lead shall ensure that the community benefits commitments herein are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Task Lead shall coordinate the senior management of Contractor's subconsultants to ensure the entire team participates in providing benefits to the San Francisco community. The Task Lead shall work with the Lisa Spinali, the Assistant Task Lead, to organize, plan, track, measure, and report on Contractor's community benefits commitments.

The Assistant Task Lead shall submit a stand-alone annual report on progress in fulfilling Contractor's community benefits commitments, detailing factors such as the total number of dollars and hours contributed to each of the proposed tasks and organizations over the year. Contractor shall also provide independently verifiable documentation (such as certified payroll records, receipts, etc.) that the SFPUC can use to independently and easily verify that the dollars and volunteer hours contributed by Contractor as part of its Community Benefits Commitments were delivered to and actually reached the communities they were intended to benefit.

The Assistant Task Lead shall ensure that quarterly reports are prepared and submitted to SFPUC on the last business day of the month following the close of each quarter. The reports shall describe Contractor's community benefits efforts under the program both in the prior quarter and contract to date. Contractor's quarterly reports shall include the name and description of all projects commenced, underway, and completed; the dollar and hour values of all activities and elements of each project; the progress to date of each project; and the outcomes of projects that are underway. Contractor shall submit such documentation to substantiate that the Community

Benefits Commitments and any funds associated thereto were in fact delivered to the communities they were intended to benefit within the three months immediately following delivery of such Community Benefits Commitments or dollars associated thereto.

Contractor's Community Benefits Commitments shall be performed prospectively during the term of the Agreement, after the award of the Agreement and following issuance of NTP on the first task assigned to Contractor under this Agreement. Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot be used as part of Contractor's Community Benefits Commitments for this Project.

Contractor's Community Benefits Commitments Task 18 Proposal is incorporated herein. Contractor shall provide all of the Commitments, consistent with all of the terms of Contractor's attached Proposal (including Contractor's Work Approach, Project Team and Organization, and Accountability), which are not explicitly detailed in this Task 18. Where and if there are any conflicts or discrepancies between the language above in Task 18 of this Agreement and the attached Proposal, the terms of the language of Task 18 above shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

4. Performance Evaluation

Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC, at its sole discretion may conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. When the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

SFPUC's Infrastructure Division Procedures Manual, Volume 4, Program and Project Management, Section 3: Contract Management, Procedure: PM 3.16, Consultant Services Performance Evaluation requires that a contract manager evaluate a consultant's performance on engineering, environmental and construction management projects and complete the Consultant Services Performance Evaluation Form (CSPE) during the contract term. A final end of year CSPE will be kept on file with the SFPUC for three years after contract completion. Completed end-of-contract CSPEs, including any consultant responses, will be forwarded to the evaluation panel for future RFPs, where a Contractor identifies the evaluated project as a qualifying project reference under the RFP. If a Contractor responding to a future RFP identifies an ongoing SFPUC project as a qualifying project reference (and the ongoing project complies with RFP reference requirements), SFPUC staff will forward the most recent annual CSPE for the qualifying project, if any, to the RFP evaluation panel. (Include if contract is engineering design, environmental analysis services and construction management).

5. Reports

Contractor shall submit written reports as requested by the SFPUC. Format for the content of such reports shall be determined by the Contract Manager. 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.

6. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC will be:
Rosanna Tse

7. Standard Care for Design Professional Services

Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

Appendix B Calculation of Charges

As part of Contractor's proposal **August 22, 2014**, Contractor submitted proposed billing rates, attached hereto as Appendix B-1 Fee Schedule Form, for the requested tasks in the Overhead and Profit Schedule, incorporated herein by reference.

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

1. Billing Rates

Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. Billing rates may be adjusted annually on the anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The first adjustment may be made no earlier than the first anniversary of the effective start date. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$220 per hour, unless Contract Manager and Engineering Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes

a. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance and in writing by the SFPUC Contract Manager. Acceptable categories of personnel changes may include but are not limited to:

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.
- The proposed substitution of Key/Lead Team Members will be subject to the following rule in addition to other applicable requirements set forth in the Agreement. Application of the following rule presumes that the City determines that the proposed substitute Key/Lead Team Member ("Substitute Key/Lead Team Member") is qualified to perform the applicable services.

Rule: If the existing/outgoing Key/Lead Team Member ("Outgoing Key/Lead Team Member"), after leaving that key/lead position, will remain employed by or associated with the same firm, then the Outgoing Key/Lead Team Member must continue to work on the project in collaboration with the Substitute Key/Lead Team Member for a two-month transition period. During this two-month transition period, Contractor shall ensure that the Outgoing Key/Lead Team Member devotes sufficient time to the transition to facilitate a smooth and seamless hand-off of responsibilities and duties to the Substitute Key/Lead Team Member. The Outgoing Key/Lead Team

Member's time associated with such transition duties during the two-month transition period **will not be billable to the City**. Contractor's failure to provide transition services as described above shall constitute a material breach of this Agreement.

The rule described above will not apply to a proposed substitution if (i) the Outgoing Key/Lead Team Member, after leaving the position, will no longer be employed by **or associated with the same firm (e.g., the individual will leave the firm to work for a different firm)**; or (ii) there is good cause shown as determined by the City. If the rule does not apply, based on the exceptions described above, and the proposed Substitute Key/Lead Team Member is acceptable to the City, then Contractor may proceed with the substitution provided that it implements reasonable, good faith measures to mitigate the impacts of the transition to the project. Such measures will be subject to review and approval by the City. Costs associated with such mitigation measures will not be billable to or subject to reimbursement by the City.

b. All proposed supplemental and substitute personnel must meet all applicable qualification requirements established by the Agreement. The City shall have the sole right to determine whether proposed supplemental and substitute personnel meet applicable qualification requirements. The City will not unreasonably withhold approval of staff changes.

c. Contractor is hereby advised that the City will carefully review early-term requests by Contractor to substitute Key/Lead Team Members for any indications that Contractor, though its proposal, either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance. The City may find Contractor in material breach and default of this Agreement if the City determines that Contractor's proposal contained such misrepresentations, and such misrepresentations were relied on by the City and had a material effect on the evaluation of Contractor's proposal.

3. Effective Overhead and Profit Rate

The Effective Overhead and Profit Rate (EOPR) for CS-389 is **2.83**. The EOPR OR Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The billing rates and EOPR may be negotiable during the Agreement and amendments, at the discretion of the City. If a new subconsultant is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC)

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

The following items will be eligible for reimbursement as ODCs:

- Out-of-town travel ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano);
- Out-of-town meal, travel and lodging expenses for project-related business trips, including, but not limited to:

- Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented;
- Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
- Meal expenses shall be reasonable and actual but limited to Federal government per diem rates;
- Lodging expenses shall be reasonable and actual but limited to the US General Services Administration rates unless otherwise pre-approved in writing.
- Specialty printing ("specialty" as used herein shall mean large volume printing, color printing and digital media copies) and requires **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice;
- Direct costs associated with field investigations (such as but not limited to, supplies, equipment, analytical and vehicle costs);
- Costs and fees associated with project-related events and meetings (only with prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC Contract Manager and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Safety equipment.

Anything not listed above is not eligible for reimbursement. They include, but are not limited to:

- All travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, for travel from Contractor's home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to the project;

- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor markup and documentation

Subcontractor fees are: a) Subject to above restrictions; b) Subject to written pre-approval by the SFPUC Contract Manager; c) Subcontractor administration markup is limited to five percent (5%) of Subconsultants' actual labor costs.

Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Contract Manager, Engineering Bureau/Division Manager and the Contract Monitoring Division.

6. Left blank by agreement of the parties. (Retention)

7. Invoice Requirements

The SFPUC is automating its contracting and invoice payment processes with online software systems (SOLIS). The following processes are being automated: Contract Certification, Insurance Compliance, Task Order Certification, Timekeeping, Invoice Approval, and Invoice Payment. As part of its contracting obligations, the Contractor is required to 1) become an authorized user of these systems, 2) attend user training for these systems; and 3) utilize these systems for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as detailed in the SOLIS training or otherwise prescribed by the SFPUC.

8. Payment of Subcontractors

Pursuant to the Mayor's Executive Directive 12-01, dated December 18, 2012, the Contractor is required to include subcontractors' acceptable invoices in their monthly invoice submissions no later than 30-days after receipt of such invoices and contractors shall be required to pay subcontractors within 7 days after receipt of the payment made by the Department. The 3-day payment provision provided within Chapter 14B of the Administrative Code shall remain in full force and effect.

9. Prevailing Wages

a. The City's Labor Standards Enforcement Officer may determine that some of services to be performed by Contractor under this Agreement involve the performance of trade work covered by the provisions of Section 6.22(E) [Prevailing Wages] of the San Francisco Administrative Code (collectively, "Covered Services"). If the Labor Standards Enforcement Officer so determines, then the provisions of Section 6.22(E) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to Covered Services performed by Contractor and its subcontractors.

b. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed

and determined by the Board of Supervisors are available from the SFPUC Contract Administration Bureau, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

- As required by Section 6.22(E)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the general prevailing rate of wages determined as set forth herein.
 - As required by Section 6.22(E)(6) of the Administrative Code, Contractor shall keep or cause to be kept complete and accurate payroll records showing the name, place or residence, occupation, and per diem pay, of each person engaged in the execution of Covered Services, and every subcontractor who shall undertake the performance of any part of the Covered Services shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives.
 - The City will not process monthly progress payments which include payment for Covered Services until Contractor submits weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(E)(6) for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. 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 that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable 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. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.
 - Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(E)(7) of the Administrative Code.
- c. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, to the City back wages due plus the penal sum of \$50 per day for each worker employed for each calendar day or portion thereof, while they shall be so employed in connection with Covered

Services and paid less than the general prevailing rate of wages. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

Request for Proposals (RFP) for CS-389 Planning & Engineering Services, Southeast Plant New 260 MGD Headworks Facility
 Proposal Submitted by Carolco

OVERHEAD & PROFIT SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate	Base Labor Cost (\$)	Overhead and Profit Rate (one per firm)	Billing Rate (\$/hour)	Actual Labor Cost (\$)		
						(F)	(F)(G)				(F)(H)	(F)(I)
1	Project Management and Coordination of Program Services	CEO	Baldevnathan Marayanan	Carolco	44	\$110.00	\$4,840	3.10	\$228.00	\$0.690		
		Project Director	James P. Hagstrom	Carolco	300	\$110.00	\$33,000	3.10	\$228.00	\$78,200		
		Project Manager	Walter T. Karren	Carolco	410	\$63.42	\$26,004	3.10	\$228.00	\$60,200		
		Assistant Project Engineer	Eric T. Casares	Carolco	636	\$56.42	\$35,789	3.10	\$184.20	\$117,184		
		Project Engineer	Mary Ellen Esquear	Carolco	398	\$67.57	\$26,910	3.10	\$208.48	\$81,271		
		Key Lead - I&C	Anthony L. Morrone	Carolco	18	\$67.51	\$1,215	3.10	\$230.00	\$3,528		
		Key Lead - Electrical	Christopher A. Canzallo	Carolco	18	\$85.81	\$1,545	3.10	\$230.00	\$3,628		
		Key Lead - Mechanical	Juan M. Lopez	Carolco	24	\$74.47	\$1,787	3.10	\$230.00	\$5,280		
		Key Lead - Structural	Robert E. Marks	Carolco	18	\$98.27	\$1,769	3.10	\$230.00	\$3,287		
		Key Lead - Civil	Robert E. Marks	Carolco	18	\$79.86	\$1,437	3.10	\$220.00	\$3,520		
		Business/Logistics Handling Task Lead	James A. Wadsworth	Carolco	8	\$59.00	\$472	3.10	\$186.00	\$1,487		
		Contract Handling Task Lead	Ben Wang	Carolco	8	\$43.58	\$349	3.10	\$187.04	\$1,578		
		Quality Management Director	Scott E. Parker	Carolco	18	\$87.46	\$1,574	3.10	\$238.00	\$3,620		
		QA/QC Engineering	John B. Frazer	Carolco	8	\$83.14	\$665	3.10	\$238.00	\$1,780		
		QA/QC Electrical Engineer	Robert Morrone	Carolco	8	\$63.85	\$511	3.10	\$228.00	\$1,760		
		QA/QC Structural Engineer	Carl Ganley	Carolco	8	\$82.08	\$657	3.10	\$195.00	\$1,962		
		QA/QC Constructability Engineer	John W. Newbrough	Carolco	8	\$67.53	\$540	3.10	\$208.33	\$1,878		
		QA/QC Environmental Engineer	Kevin E. Rogers	Carolco	308	\$48.23	\$14,853	3.10	\$143.30	\$42,730		
		Value Engineering	Cherie L. Tucker	Carolco	188	\$34.61	\$6,507	3.10	\$107.28	\$17,800		
		Eng. Aide	Kristine J. Maddox-Rock	Carolco	112	\$42.79	\$4,792	3.10	\$159.51	\$14,841		
		Graphic	Renee M. Andre	Carolco	64	\$36.11	\$2,311	3.10	\$188.16	\$7,961		
		Sketches	Bryan (Bill) L. Rankin	Carolco	58	\$28.33	\$1,641	3.10	\$87.81	\$4,917		
		Photocopy/Charge	Al Williams	Adrian Williams Consulting, LLC	68	\$101.14	\$6,878	2.27	\$220.00	\$21,120		
		Project Management Consultant	Martha Pandozas	Adrian Williams Consulting, LLC	24	\$81.00	\$1,944	2.27	\$198.00	\$4,795		
		Copy Services	Debra Lee	Copy Cards	40	\$33.00	\$1,320	2.00	\$80.00	\$1,800		
		Copy Services	Debra Lee	Copy Cards	40	\$33.00	\$1,320	2.00	\$80.00	\$2,400		
		Copy Services	Raymond Lee	Copy Cards	40	\$40.00	\$1,600	2.00	\$100.00	\$1,000		
		Sr. Project Manager - Schedule/Cost	Ally Singh, PMP, CGM LEED AP	Dales, Inc.	32	\$79.50	\$2,544	2.50	\$198.78	\$6,390		
		Principal Consultant Environmental Eng	Frederick Jordan, PE	P.F. Jordan Associates, Inc.	32	\$75.00	\$2,400	2.70	\$202.80	\$6,480		
		Strategic Consultant	Mark Neta	Mark & Associates, Inc.	80	\$38.72	\$3,098	3.00	\$220.00	\$17,800		
		Construction & Public Outreach Task Leader	David McArthur-James	Mark & Associates, Inc.	104	\$38.06	\$3,958	3.00	\$114.24	\$11,881		
		Assistant Project Manager/Communication Liaison	ARAZI LOHANI	Mark & Associates, Inc.	24	\$31.21	\$749	3.00	\$85.65	\$2,347		
		Principal	Patricia McGovern	Patricia McGovern Engineers	8	\$72.00	\$576	2.39	\$172.08	\$1,377		
		Senior Engineer I	Andrew Lambly	Patricia McGovern Engineers	8	\$60.00	\$480	2.39	\$161.20	\$1,530		
		Senior Engineer II	Elizabeth Brinkley	Patricia McGovern Engineers	8	\$70.00	\$560	2.39	\$187.30	\$1,338		
		Project Engineer	Lizann Fido	Patricia McGovern Engineers	8	\$68.00	\$544	2.54	\$158.38	\$1,243		
		Engineer & Specialist II	Andrew West	Patricia McGovern Engineers	48	\$57.00	\$2,736	2.39	\$178.33	\$8,638		
		Principal	Gregory Yelton, P.E.	SRT Consultants	8	\$79.42	\$635	2.77	\$219.95	\$1,780		
		QA/QC Characterization Model Engineer	Neil Wadala	Wadala Environmental Associates	8	\$68.06	\$545	3.48	\$203.98	\$1,832		
		TASK 1 TOTAL					3,364	-	\$229,432	-	-	\$881,737
2	Quality Assurance/Quality Control	CEO	Baldevnathan Marayanan	Carolco	4	\$110.00	\$440	3.10	\$280.00	\$880		
		Lead S&H/Eng Engineer	Louis J. Corallo	Carolco	4	\$102.38	\$410	3.10	\$269.00	\$880		
		Project Director	James P. Hagstrom	Carolco	68	\$110.00	\$7,480	3.10	\$228.00	\$18,380		
		Project Manager	Walter T. Karren	Carolco	18	\$63.42	\$1,142	3.10	\$228.00	\$3,620		
		Assistant Project Engineer	Eric T. Casares	Carolco	18	\$56.42	\$1,016	3.10	\$184.20	\$2,947		
		Project Engineer	Mary Ellen Esquear	Carolco	18	\$67.57	\$1,216	3.10	\$208.48	\$3,361		
		Quality Management Director	Scott E. Parker	Carolco	180	\$87.46	\$15,743	3.10	\$238.00	\$39,200		
		QA/QC Engineering	John B. Frazer	Carolco	210	\$83.14	\$17,460	3.10	\$238.00	\$46,200		
		QA/QC Electrical Engineer	Robert Morrone	Carolco	210	\$63.85	\$13,408	3.10	\$228.00	\$46,200		
		QA/QC Structural Engineer	Carl Ganley	Carolco	210	\$82.08	\$17,237	3.10	\$195.00	\$41,000		
		QA/QC Mechanical Engineer	Samuel Wilson	Carolco	210	\$88.98	\$18,686	3.10	\$220.00	\$48,200		
		QA/QC Architectural Engineer	Jeffrey C. Albani	Carolco	210	\$68.59	\$14,404	3.10	\$174.00	\$38,844		
		QA/QC Civil Engineer	Tim Taylor	Carolco	210	\$42.85	\$8,999	3.10	\$220.00	\$44,200		
		QA/QC Constructability	John W. Newbrough	Carolco	60	\$67.63	\$4,058	3.10	\$208.33	\$10,487		
		QA/QC Environmental	Kevin E. Rogers	Carolco	32	\$34.81	\$1,114	3.10	\$107.28	\$3,433		
		QA/QC Value Engineering	Cherie L. Tucker	Carolco	64	\$34.81	\$2,228	3.10	\$107.28	\$3,433		
		Principal	Tejandra Yumvelly, P.E.	SRT Consultants	84	\$78.42	\$6,587	2.77	\$219.95	\$14,060		
		TASK 2 TOTAL					1,718	-	\$138,351	-	-	\$266,885
			Project Director	James P. Hagstrom	Carolco	10	\$110.00	\$1,100	3.10	\$228.00	\$3,620	
				Project Manager	Walter T. Karren	Carolco	32	\$63.42	\$2,030	3.10	\$228.00	\$7,040
Assistant Project Engineer	Eric T. Casares			Carolco	48	\$56.42	\$2,709	3.10	\$184.20	\$8,842		
Project Engineer	Mary Ellen Esquear			Carolco	48	\$67.57	\$3,243	3.10	\$208.48	\$10,064		
Key Lead - I&C	Anthony L. Morrone			Carolco	5	\$67.51	\$338	3.10	\$230.00	\$1,760		
Key Lead - Electrical	Christopher A. Canzallo			Carolco	6	\$85.81	\$515	3.10	\$230.00	\$1,760		
Key Lead - Mechanical	Juan M. Lopez	Carolco	32	\$74.47	\$2,383	3.10	\$230.00	\$7,040				

Request for Proposals (RFP) for CS-389 Planning & Engineering Services, Southeast Plant New 250 MGD Headworks Facility
 Proposal Submitted by Carollo

OVERHEAD & PROFIT SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Overhead and Profit Rate (one per firm)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(I)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(J)	(K)	
3	Review Background Information	Key Lead - Structural	Michael E. Dicks	Carollo	8	\$68.27	\$546.16	3.10	\$725.44	\$1,644
		Key Lead - Civil	Kathleen J. Marks	Carollo	8	\$78.88	\$631.04	3.10	\$822.00	\$1,780
		Subcontractor/Manufacturer/Manufacturer Task Lead	James A. Wilkerson	Carollo	32	\$59.98	\$1,919.36	3.10	\$3,166.86	\$6,048
		Subcontractor/Manufacturer Task Lead	Ryan Hoak	Carollo	33	\$63.58	\$2,078.34	3.10	\$3,197.04	\$6,328
		Plant Hydraulic Task Lead	Robert M. Auer	Carollo	8	\$43.82	\$350.56	3.10	\$454.60	\$921
		Civil Engineer	Michael A. Smith	Carollo	32	\$53.81	\$1,722.32	3.10	\$2,538.00	\$5,211
		Key Lead - Civil Control	Michael A. Smith	Carollo	32	\$48.13	\$1,552.16	3.10	\$2,088.88	\$4,483
		Engineer	Robert E. Reynolds	Carollo	40	\$48.23	\$1,929.20	3.10	\$2,543.90	\$5,732
		Engineer	Michael A. Smith	Carollo	40	\$38.87	\$1,554.80	3.10	\$1,971.60	\$4,944
		Senior Mechanical Engineer	Jonathan Donofrio	Carollo	32	\$48.81	\$1,562.08	3.10	\$2,020.00	\$4,944
		Mechanical Engineer	Jonathan Donofrio	Carollo	32	\$48.43	\$1,553.76	3.10	\$1,990.13	\$4,854
		Principal	Edward J. Murphy, P.E.	SRT Consultants	4	\$78.42	\$313.68	2.77	\$419.88	\$480
		Principal Engineer	Edward J. Murphy, P.E.	SRT Consultants	4	\$78.10	\$312.40	2.77	\$410.34	\$480
		Principal Engineer	Mark Quinley, P.E.	SRT Consultants	4	\$77.40	\$310.56	2.77	\$404.40	\$480
		Principal Engineer	Alio Bayangon, P.E.	SRT Consultants	4	\$77.00	\$308.00	2.77	\$398.38	\$480
		Senior Engineer	John Fadden, P.E.	SRT Consultants	4	\$65.91	\$263.64	2.77	\$340.81	\$424
		Senior Engineer	John Fadden, P.E.	SRT Consultants	4	\$64.67	\$258.68	2.77	\$336.14	\$412
		Senior Engineer	Greg Westcott, P.E.	SRT Consultants	4	\$64.67	\$258.68	2.77	\$336.14	\$412
		Senior Engineer	William Adams, P.E.	SRT Consultants	4	\$58.41	\$233.64	2.77	\$305.20	\$378
		Engineer	John Hoak	SRT Consultants	4	\$49.38	\$197.52	2.77	\$258.58	\$318
		Engineer	Richard A. Schmitt	SRT Consultants	4	\$48.98	\$195.92	2.77	\$256.51	\$318
		Project Controls	Richard A. Schmitt	SRT Consultants	4	\$35.94	\$143.76	2.77	\$186.46	\$234
		Order Characterization/Model Engineer	Neil Webster	Webster Environmental Associates	8	\$58.88	\$471.04	3.48	\$633.96	\$1,832
Order Control System Development Engineer	Bruce Webster	Webster Environmental Associates	16	\$52.88	\$846.08	3.48	\$1,134.20	\$3,247		
Engineer	James R. Smith	Webster Environmental Associates	16	\$57.88	\$926.08	3.48	\$1,230.83	\$3,600		
TASK 3 TOTAL					672		\$34,814			\$988,128
4	Submittal Information	Project Director	James P. Hegstrom	Carollo	8	\$110.88	\$887.04	3.10	\$1,220.00	\$1,790
		Project Manager	Wald T. Karun	Carollo	16	\$83.42	\$1,334.72	3.10	\$2,220.00	\$3,520
		Assistant Project Engineer	Eric T. Caserio	Carollo	32	\$59.42	\$1,901.44	3.10	\$3,184.20	\$5,088
		Project Engineer	Mary-Elen Esquer	Carollo	32	\$67.57	\$2,164.32	3.10	\$3,308.48	\$6,708
		Key Lead - Civil	Kathleen J. Marks	Carollo	34	\$78.88	\$2,681.92	3.10	\$4,030.80	\$8,290
		Civil Engineer	Ryan Hoak	Carollo	38	\$50.81	\$1,930.98	3.10	\$2,569.58	\$5,837
		Principal	Shirley T. Gray	Meridian Surveying Engineering, Inc.	32	\$113.30	\$3,625.60	2.80	\$4,720.00	\$7,040
		Party Chief	Kathleen J. Marks	Meridian Surveying Engineering, Inc.	48	\$40.00	\$1,920.00	2.80	\$2,496.00	\$3,378
		Project Manager	Malcolm D. Foley	Meridian Surveying Engineering, Inc.	78	\$40.00	\$3,120.00	2.80	\$4,032.00	\$5,512
		Senior Project Manager	Charles Katz	Meridian Surveying Engineering, Inc.	78	\$36.00	\$2,808.00	2.80	\$3,600.00	\$4,818
		Technician/CAD Operator	Anthony Mallo	Meridian Surveying Engineering, Inc.	78	\$28.00	\$2,184.00	2.80	\$2,856.00	\$3,771
		Survey Tech	Paul Rochelle	Meridian Surveying Engineering, Inc.	78	\$32.00	\$2,512.00	2.80	\$3,264.00	\$4,318
		Survey Tech	Ron Kuehn	Meridian Surveying Engineering, Inc.	78	\$32.00	\$2,512.00	2.80	\$3,264.00	\$4,318
		Submittal	Paul Kwan	Meridian Surveying Engineering, Inc.	78	\$30.00	\$2,340.00	2.80	\$3,048.00	\$4,054
		Administration	Greg P. Thomas	Meridian Surveying Engineering, Inc.	182	\$32.00	\$5,824.00	2.80	\$7,568.00	\$10,018
		Field Engineer (Prevailing Wage)	Eric Ward	Meridian Surveying Engineering, Inc.	104	\$76.00	\$7,904.00	2.80	\$10,300.00	\$13,580
		Field Chief (Prevailing Wage)	Vicente	Meridian Surveying Engineering, Inc.	200	\$48.08	\$9,616.00	2.80	\$12,424.00	\$16,388
Field Rodman (Prevailing Wage)	Vicente	Meridian Surveying Engineering, Inc.	200	\$48.11	\$9,622.00	2.80	\$12,436.00	\$16,400		
TASK 4 TOTAL					1,348		\$62,888			\$172,830
5	Utility Information	Project Director	James P. Hegstrom	Carollo	10	\$110.88	\$1,108.80	3.10	\$1,520.00	\$2,200
		Project Manager	Wald T. Karun	Carollo	20	\$83.42	\$1,668.40	3.10	\$2,220.00	\$3,400
		Assistant Project Engineer	Eric T. Caserio	Carollo	40	\$59.42	\$2,376.80	3.10	\$3,184.20	\$4,768
		Project Engineer	Mary-Elen Esquer	Carollo	40	\$67.57	\$2,702.80	3.10	\$3,538.48	\$5,278
		Key Lead - Civil	Kathleen J. Marks	Carollo	12	\$78.88	\$946.56	3.10	\$1,250.00	\$1,640
		CAD/CIM Development Task Lead	Karen M. Marshall	Carollo	12	\$57.88	\$694.56	3.10	\$907.68	\$1,212
		Civil Engineer	Ryan Hoak	Carollo	38	\$50.81	\$1,930.98	3.10	\$2,569.58	\$3,837
		Operations Manager	Jim Dominguez	Esaro Technologies	40	\$48.87	\$1,954.80	2.14	\$2,510.38	\$3,668
		Project Coordinator	Alex Ruiz	Esaro Technologies	120	\$36.30	\$4,356.00	2.14	\$5,676.00	\$8,322
		Foreman	Yogendra Singh	Esaro Technologies	80	\$36.78	\$2,942.40	2.14	\$3,808.80	\$5,598
		Estimator	Carlos Medina	Esaro Technologies	80	\$18.48	\$1,478.40	2.14	\$1,920.00	\$2,728
		Senior Process Design Engineer	Tony Park	Lee Incorporated	180	\$72.00	\$12,960.00	2.75	\$16,920.00	\$23,540
		Senior Mechanical Engineer	Rick Furness	Lee Incorporated	200	\$67.00	\$13,400.00	2.75	\$17,525.00	\$24,530
Engineering Director	Steve Cottrick	Lee Incorporated	240	\$48.00	\$11,520.00	2.75	\$14,880.00	\$20,760		
Engineering Director	Stephen Shale	Lee Incorporated	280	\$36.00	\$10,080.00	2.75	\$13,040.00	\$17,880		
TASK 5 TOTAL					1,388		\$78,432			\$208,348
TOTAL					6		\$110.88			\$664
TOTAL					32		\$83.42			\$2,690

Request for Proposals (RFP) for CS-389 Planning & Engineering Services, Southeast Plant New 250 MGD Headworks Facility
 Proposal Submitted by Carollo

OVERHEAD & PROFIT SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (M/H)	Base Labor Cost (\$) = (F)(G)	Overhead and Profit Rate (one per Arm)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)(J)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
6	Geotechnical and Hazardous Material Investigations	Assistant Project Engineer	Eric T. Caruso	Carollo	40	\$59.42	\$2,377	3.10	\$184.20	\$7,368
		Project Engineer	Mary Ellen Eagan	Carollo	24	\$67.57	\$1,622	3.10	\$229.46	\$5,529
		Key Lead - Structural	Michael E. Dack	Carollo	95	\$95.27	\$9,051	3.10	\$325.44	\$30,133
		Principal and Geotech Engr	Paul MacIntosh, Ph.D. PE, CE	Geotechnical Consultants, Inc.	95	\$60.00	\$5,700	2.50	\$220.00	\$21,150
		Associate/Cantor Geotech Engr	Steven van Halbe, PE, CE	Geotechnical Consultants, Inc.	232	\$75.00	\$17,400	2.50	\$187.50	\$43,500
		Senior Specialist	Shahar Madani, Ph.D. PE, CE	Geotechnical Consultants, Inc.	216	\$40.00	\$8,640	2.50	\$220.00	\$47,330
		Associate/Senior Geotech Engr	Joseph Sebold, PE, CE	Geotechnical Consultants, Inc.	80	\$67.00	\$5,360	2.50	\$189.75	\$15,532
		Assistant/Senior Geotech Engr	Mark Peterson, PE, CE, CFP	Geotechnical Consultants, Inc.	88	\$40.00	\$3,520	2.50	\$220.00	\$19,360
		Staff Engineer	William Luchinsky	Geotechnical Consultants, Inc.	180	\$31.25	\$5,625	2.50	\$78.38	\$14,106
		Project Supt.	Robert Agnew, PE	Geotechnical Consultants, Inc.	232	\$47.25	\$10,962	2.50	\$118.13	\$27,408
		Lead Geologist/Hydrogeologist	Arnell Thurber, PG, LEED, CND	Geotechnical Consultants, Inc.	104	\$76.47	\$7,953	2.50	\$191.18	\$19,882
		Senior Geologist	Aune Peterson, PG	Geotechnical Consultants, Inc.	104	\$61.75	\$6,422	2.50	\$129.36	\$13,456
		Staff Geologist	Wesley Simpson	Geotechnical Consultants, Inc.	120	\$48.00	\$5,760	2.50	\$112.50	\$13,500
		Project Controls	Jayaram K. Suresh	Geotechnical Consultants, Inc.	160	\$31.65	\$5,064	2.50	\$79.63	\$12,740
Project Assistant	Tanya Tolson	Geotechnical Consultants, Inc.	240	\$22.00	\$5,280	2.50	\$55.00	\$13,200		
TASK 6 TOTAL					1,863		\$118,368			\$368,319
7	Conceptual Engineering Report (SER)	Project Director	James R. Hagstrom	Carollo	34	\$110.68	\$3,763	3.10	\$220.00	\$7,460
		Project Manager	Walter T. Karan	Carollo	306	\$43.42	\$13,296	3.10	\$173.00	\$48,660
		Assistant Project Engineer	Eric T. Caruso	Carollo	173	\$59.42	\$10,280	3.10	\$184.20	\$31,867
		Project Engineer	Walter T. Karan	Carollo	269	\$67.57	\$18,200	3.10	\$229.46	\$60,628
		Key Lead - I&C	Andrew J. Cooper	Carollo	37	\$67.31	\$2,491	3.10	\$230.00	\$8,140
		Key Lead - Electrical	Anthony J. Marney	Carollo	37	\$85.61	\$3,178	3.10	\$230.00	\$8,140
		Key Lead - Mechanical	Christopher A. Carrizo	Carollo	110	\$74.47	\$8,192	3.10	\$230.00	\$28,960
		Key Lead - Structural	Michael E. Dack	Carollo	234	\$95.27	\$22,303	3.10	\$325.44	\$88,972
		Key Lead - Civil	Kathleen J. Marks	Carollo	63	\$79.86	\$5,031	3.10	\$230.00	\$18,260
		Construction/Scope/Handing Task Lead	James A. Wickstrom	Carollo	143	\$58.06	\$8,303	3.10	\$186.80	\$28,970
		Plant Handing Task Lead	Mark Hahn	Carollo	245	\$63.66	\$15,600	3.10	\$197.04	\$48,375
		Plant Hydraulic Task Lead	Ernest M. Krump	Carollo	109	\$43.82	\$4,776	3.10	\$134.60	\$14,642
		CID Modeling Task Lead	J. J. McMillan	Carollo	238	\$66.36	\$15,814	3.10	\$171.62	\$39,130
		Operations Task Lead	Steven J. Walker	Carollo	24	\$62.30	\$1,515	3.10	\$193.40	\$4,642
		CAQ/CMN Development Task Lead	Kevin M. Marshall	Carollo	375	\$57.56	\$21,591	3.10	\$178.40	\$65,623
		Quality Management Director	David E. Patton	Carollo	24	\$67.48	\$1,619	3.10	\$220.00	\$5,280
		QA/QC Engineering	John S. Fraser	Carollo	89	\$63.14	\$5,617	3.10	\$220.00	\$18,526
		QA/QC Electrical Engineer	Robert Moore	Carollo	38	\$63.66	\$2,419	3.10	\$220.00	\$7,830
		QA/QC Structural Engineer	Carl Berry	Carollo	48	\$62.80	\$3,014	3.10	\$195.25	\$9,602
		QA/QC Mechanical Engineer	Sharon Wexon	Carollo	38	\$66.98	\$2,535	3.10	\$220.00	\$7,909
		QA/QC Analytical Engineer	Jeffrey C. Albert	Carollo	28	\$59.29	\$1,658	3.10	\$174.50	\$4,886
		QA/QC Civil Engineer	Tim Taylor	Carollo	33	\$62.62	\$2,067	3.10	\$220.00	\$7,200
		QA/QC Constructability	John W. Newkough	Carollo	12	\$67.53	\$810	3.10	\$208.33	\$2,512
		Civil Engineer	Mark Hahn	Carollo	89	\$60.51	\$5,385	3.10	\$194.03	\$19,804
		Senior Mechanical Engineer	Thomas G. Mosinger	Carollo	38	\$66.81	\$2,528	3.10	\$220.00	\$7,820
		Key Lead - Color Control Engineer	Michael R. Rogers	Carollo	66	\$68.13	\$4,495	3.10	\$201.69	\$16,542
		Engineer	Mark Hahn	Carollo	444	\$48.23	\$21,325	3.10	\$143.30	\$63,626
		Staff Construction Engineer	Thomas M. Bessit	Carollo	108	\$44.48	\$4,803	3.10	\$137.67	\$14,660
		Senior Electrical Engineer	Harold Orshuk	Carollo	72	\$80.81	\$5,818	3.10	\$220.00	\$16,840
		Electrical Engineer	James Robinson	Carollo	427	\$48.43	\$20,684	3.10	\$160.13	\$68,108
		Structural Engineer	James A. Boering	Carollo	318	\$67.63	\$21,474	3.10	\$220.00	\$68,588
		QA/QC Eng Tech	James B. Hoyle	Carollo	346	\$59.62	\$20,568	3.10	\$184.20	\$61,790
		QA/QC	Arac M. Lugo	Carollo	346	\$42.17	\$14,600	3.10	\$124.63	\$43,046
		Word Processing	Carroll L. Tucker	Carollo	264	\$34.61	\$9,137	3.10	\$107.26	\$28,323
		St. Project Manager - Schedule/Cost	Ray Singh, PMP, CGM, LEED AP	Dabri, Inc.	6	\$79.50	\$477	2.50	\$199.70	\$1,600
		St. Construction Scheduler	Christopher Kay, CGM, LEED AP	Dabri, Inc.	59	\$79.50	\$4,680	2.50	\$199.70	\$11,130
		St. Project Control Manager	Carl Andree	Dabri, Inc.	16	\$79.50	\$1,272	2.50	\$199.70	\$3,180
		St. Cost Estimator	Sergio Salazar	Dabri, Inc.	40	\$72.00	\$2,880	2.50	\$180.00	\$7,200
		Operations Lead	Richard (Dick) Finger	Richard Finger Consulting	89	\$175.00	\$15,575	1.00	\$220.00	\$12,320
		Industrial Change	Mary Margaret Jones	Magraves Associates	2	\$108.00	\$216	2.83	\$220.00	\$440
		Industrial Change	David McMillan	Magraves Associates	4	\$82.00	\$328	2.83	\$220.00	\$600
		Project Manager	Mark Marshall	Magraves Associates	13	\$48.00	\$624	2.83	\$136.84	\$1,788
Staff	John Kim	Magraves Associates	16	\$33.60	\$538	2.83	\$94.61	\$1,517		
Staff	John Choe	Magraves Associates	16	\$31.25	\$500	2.83	\$88.44	\$1,418		
Staff	Zoe Chen	Magraves Associates	16	\$24.00	\$384	2.83	\$67.62	\$1,067		
Construction Proj. Manager	L. Darby Howard, Jr.	IGH Corbett Consultants, Inc.	2	\$89.23	\$178	2.78	\$192.46	\$386		
Asst. Proj. Manager	Abderrahman Al	IGH Corbett Consultants, Inc.	4	\$89.23	\$357	2.78	\$192.46	\$770		
Senior Design Engineer	Tom Hernd	IGH Corbett Consultants, Inc.	8	\$43.19	\$345	2.78	\$125.63	\$1,006		

Request for Proposals (RFP) for CS-388 Planning & Engineering Services, Southeast Plant New 250 MGD Headworks Facility
 Proposal Submitted by Carollo

OVERHEAD & PROFIT SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Overhead and Profit Rate (one per firm)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(I)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(J)	(I)	(K)	
		Corrosion Project Supervisor	Sean Kemp	ICM Corrosion Consultants, Inc.	8	\$45.10	\$360.80	2.78	\$128.82	\$1,025	
		Project Engineer	Brandon Chen	ICM Corrosion Consultants, Inc.	8	\$38.00	\$304.00	2.78	\$116.64	\$845	
		Project Engineer	Joseph Whelan	ICM Corrosion Consultants, Inc.	8	\$33.17	\$265.36	2.78	\$102.31	\$736	
		Project Engineer	Nickolas Howard	ICM Corrosion Consultants, Inc.	8	\$32.00	\$256.00	2.78	\$98.16	\$712	
		Corrosion Technician	Brandon Hurley	ICM Corrosion Consultants, Inc.	8	\$38.78	\$310.24	2.78	\$110.59	\$865	
		Senior Process Design Engineer	Ferry Park	Lee Incorporated	25	\$72.00	\$1,800.00	2.75	\$1,989.00	\$4,850	
		Project Manager	Joan Roth, AIA	MVA Architects	34	\$36.10	\$1,193.40	3.20	\$112.32	\$1,819	
		Architectural Task Leader	Jeffrey J. McGraw, AIA	MVA Architects	18	\$72.58	\$1,306.44	3.20	\$223.00	\$3,980	
		Project Architect	Christina Blumwieser, AIA	MVA Architects	81	\$36.78	\$2,982.18	3.20	\$117.70	\$8,533	
		Administrative	Carly Hadley	MVA Architects	14	\$24.04	\$336.56	3.20	\$76.93	\$1,077	
		Technical D	Colin Jones	MVA Architects	14	\$24.04	\$336.56	3.20	\$76.93	\$1,077	
		Steel Worker	David Williams	MVA Architects	14	\$38.46	\$538.44	3.20	\$123.08	\$1,723	
		CAVQC	Frank Chan	MVA Architects	14	\$42.40	\$593.60	3.20	\$135.68	\$1,900	
		Process	Patricia McGovern	Patricia McGovern Engineers	24	\$72.00	\$1,728.00	2.38	\$172.08	\$4,190	
		Senior Engineer I	Patricia Leahy	Patricia McGovern Engineers	4	\$48.00	\$192.00	2.38	\$168.20	\$765	
		Senior Engineer II	Elizabeth Bartley	Patricia McGovern Engineers	8	\$37.00	\$296.00	2.38	\$187.31	\$1,535	
		Project Engineer	Lawson Burns	Patricia McGovern Engineers	8	\$68.38	\$547.04	2.38	\$165.36	\$1,543	
		Engineer I/ Specialist I	Kevin Blahut	Patricia McGovern Engineers	8	\$53.03	\$424.24	2.38	\$128.87	\$1,013	
		Process	Mark H. Jason	EE Engineers	30	\$72.00	\$2,160.00	2.78	\$2,328.00	\$6,006	
		Senior Engineer	Kevin Takada	EE Engineers	60	\$50.88	\$3,052.80	2.78	\$141.45	\$8,487	
		Process	Tatyana Yuvovky, P.E.	SEI Consultants	64	\$78.42	\$5,018.08	2.77	\$219.99	\$14,080	
		Engineer	Estevan Aguilar	SEI Consultants	55	\$48.58	\$2,671.90	2.77	\$134.51	\$17,288	
		Sr. Project Manager	Paul Chen (Henry) Chang	Structus, Inc.	21	\$80.00	\$1,680.00	2.84	\$223.00	\$4,820	
		CAVQC Structural	Shawn Chappell	Structus, Inc.	44	\$72.00	\$3,168.00	2.84	\$204.48	\$8,987	
		Principal-Change	Harold Bayes, PE	Vista Acoustic Consultants, Inc. DBA	8	\$90.92	\$727.36	3.20	\$220.00	\$1,100	
		Project Manager	J. Byron Davis	Vista Acoustic Consultants, Inc. DBA	7	\$73.81	\$516.67	3.20	\$220.00	\$1,540	
		Senior Project Engineer	Tyler Rytberg, PE	Vista Acoustic Consultants, Inc. DBA	11	\$52.13	\$573.43	3.20	\$188.62	\$1,836	
		Project Engineer	Adrian Bellini	Vista Acoustic Consultants, Inc. DBA	11	\$31.30	\$344.30	3.20	\$100.16	\$1,102	
		Older Characterization/Model Engineer	Paul Weisler	Waldner Environmental Associates	32	\$56.56	\$1,810.72	3.48	\$203.98	\$4,828	
		Older Control System Design Engineer	Bruce Koehler	Waldner Environmental Associates	64	\$62.88	\$4,026.72	3.48	\$164.20	\$11,789	
		Engineer	James Ross	Waldner Environmental Associates	64	\$37.50	\$2,390.00	3.48	\$130.63	\$8,380	
					TASK 7 TOTAL		6,298		\$374,358		\$1,894,444
		Project Director	Thomas P. Hegerston	Carollo	8	\$110.88	\$887.04	3.10	\$220.00	\$1,320	
		Project Manager	Michael F. Karlin	Carollo	12	\$83.42	\$1,001.04	3.10	\$220.00	\$2,640	
		Assistant Project Engineer	Eric T. Caname	Carollo	24	\$59.42	\$1,426.08	3.10	\$184.20	\$4,421	
		Project Engineer	John Albert Engler	Carollo	24	\$67.87	\$1,629.12	3.10	\$209.46	\$5,027	
		Key Lead - EIC	Anthony L. Belmont	Carollo	8	\$87.31	\$698.48	3.10	\$220.00	\$1,320	
		Key Lead - Electrical	Christopher A. Corvino	Carollo	8	\$80.81	\$646.48	3.10	\$220.00	\$1,320	
		Key Lead - Mechanical	John P. Lewis	Carollo	12	\$74.47	\$893.64	3.10	\$220.00	\$2,640	
		Key Lead - Structural	Michael E. Davis	Carollo	8	\$88.27	\$706.16	3.10	\$220.00	\$1,320	
		Key Lead - Civil	William J. Marks	Carollo	8	\$79.88	\$639.04	3.10	\$220.00	\$1,320	
		Supervisory/Operations Handling Task Lead	James A. Vickerson	Carollo	12	\$69.98	\$839.76	3.10	\$220.00	\$2,230	
		Quality Management Director	Alan Kemp	Carollo	12	\$83.58	\$1,003.04	3.10	\$187.00	\$2,364	
		CAVQC Engineering	Scott C. Risher	Carollo	8	\$87.46	\$700.48	3.10	\$220.00	\$1,320	
		CAVQC Electrical Engineer	John B. Foster	Carollo	8	\$50.14	\$401.12	3.10	\$120.00	\$1,320	
		CAVQC Structural Engineer	Howard Martens	Carollo	8	\$83.85	\$670.80	3.10	\$220.00	\$1,320	
		CAVQC Mechanical Engineer	Paul Corby	Carollo	8	\$82.98	\$663.84	3.10	\$198.28	\$1,172	
		CAVQC Mechanical Engineer	Garrett Wilson	Carollo	8	\$86.98	\$695.84	3.10	\$220.00	\$1,320	
		CAVQC Architect Engineer	Jeffrey G. Ribicci	Carollo	8	\$36.26	\$290.08	3.10	\$114.50	\$1,047	
		CAVQC Civil Engineer	Eric Taylor	Carollo	8	\$82.52	\$660.16	3.10	\$220.00	\$1,320	
		CAVQC Construction	John W. Anastasiop	Carollo	8	\$87.52	\$700.16	3.10	\$220.00	\$1,320	
		Lead Engineer	Spencer Brooks	Carollo	24	\$50.61	\$1,214.64	3.10	\$166.58	\$3,786	
		Senior Mechanical Engineer	Thomas G. Mosinger	Carollo	24	\$85.81	\$2,059.44	3.10	\$220.00	\$5,280	
		Key Lead - Odor Control	Shail Karous	Carollo	24	\$85.13	\$2,043.12	3.10	\$220.00	\$4,644	
		Process	Alfredo Rojas	Carollo	40	\$30.87	\$1,234.80	3.10	\$112.80	\$4,844	
		Senior Electrical Engineer	Thomas Rodriguez	Carollo	24	\$86.81	\$2,083.44	3.10	\$220.00	\$5,280	
		Electrical Engineer	David Robinson	Carollo	24	\$48.43	\$1,162.32	3.10	\$150.13	\$3,603	
		Structural Engineer	Harlan A. Sherris	Carollo	24	\$87.83	\$2,107.92	3.10	\$220.00	\$5,024	
		Water Processing	Charles L. Jucker	Carollo	64	\$34.61	\$2,215.04	3.10	\$107.28	\$6,888	
		Principal/Construction Environmental Eng	Frederick Jordan, PE	PE Jordan Associates, Inc.	6	\$78.00	\$468.00	2.70	\$202.50	\$1,215	
		Project Manager (Water/Wastewater)	Robert Ben Darden, PhD	PE Jordan Associates, Inc.	12	\$70.00	\$840.00	2.70	\$189.00	\$2,788	
		Schedule/Control	Michael White	PE Jordan Associates, Inc.	12	\$80.00	\$960.00	2.70	\$182.00	\$1,844	
		Estimate Scheduler	Edward Dow, Inc.	PE Jordan Associates, Inc.	12	\$35.00	\$420.00	2.70	\$149.25	\$1,782	
		Construction Manager	Paul Williams	PE Jordan Associates, Inc.	24	\$50.00	\$1,200.00	2.70	\$135.00	\$3,240	
		Principal-in-Charge	Mary Margaret Jones	Hargreaves Associates	3	\$108.00	\$324.00	2.83	\$270.00	\$863	
		Principal Director	Clayton McMillan	Hargreaves Associates	6	\$82.00	\$492.00	2.83	\$220.00	\$1,320	
		Project Manager	David Macgregor	Hargreaves Associates	12	\$48.00	\$576.00	2.83	\$136.84	\$1,630	

Request for Proposals (RFP) for CS-389 Planning & Engineering Services, Southeast Plant New 250 MGD Headworks Facility
 Proposal Submitted by Carole

OVERHEAD & PROFIT SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Staff Person	Consultant Name	Estimated Number of Hours	Basic Hourly Rate	Basic Labor Cost (\$)	Overhead and Profit Rate (%)	Billing Rate (Hourly)	Actual Labor Cost (\$)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
10	Diagnostic and Non-Destructive Inspection, Spill Model	Professional Staff Leader	James P. Houghton	James P. Houghton	14	\$110.00	\$1,540.00	3.10	\$1,187.00	\$1,540.00
		Professional Staff	Walter J. Korman	Walter J. Korman	28	\$68.42	\$1,915.76	3.10	\$1,876.66	\$1,915.76
		Professional Staff	Scott J. Corman	Scott J. Corman	24	\$68.42	\$1,642.08	3.10	\$1,593.98	\$1,642.08
		Professional Staff	John E. Egan	John E. Egan	44	\$68.42	\$3,014.48	3.10	\$2,913.38	\$3,014.48
		Professional Staff	John E. Egan	John E. Egan	48	\$68.42	\$3,284.16	3.10	\$3,155.06	\$3,284.16
		Professional Staff	John E. Egan	John E. Egan	8	\$68.42	\$547.52	3.10	\$522.42	\$547.52
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		TASK 10 TOTAL					114	\$7,812.00	\$897,872.00	3.10
11	Construction and Public Outreach	Professional Staff Leader	James P. Houghton	James P. Houghton	14	\$110.00	\$1,540.00	3.10	\$1,187.00	\$1,540.00
		Professional Staff	Walter J. Korman	Walter J. Korman	28	\$68.42	\$1,915.76	3.10	\$1,876.66	\$1,915.76
		Professional Staff	Scott J. Corman	Scott J. Corman	24	\$68.42	\$1,642.08	3.10	\$1,593.98	\$1,642.08
		Professional Staff	John E. Egan	John E. Egan	44	\$68.42	\$3,014.48	3.10	\$2,913.38	\$3,014.48
		Professional Staff	John E. Egan	John E. Egan	48	\$68.42	\$3,284.16	3.10	\$3,155.06	\$3,284.16
		Professional Staff	John E. Egan	John E. Egan	8	\$68.42	\$547.52	3.10	\$522.42	\$547.52
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		Professional Staff	John E. Egan	John E. Egan	4	\$68.42	\$273.76	3.10	\$260.66	\$273.76
		TASK 11 TOTAL					114	\$7,812.00	\$897,872.00	3.10
TOTAL					228	\$15,624.00	\$1,795,744.00	3.10	\$1,705,680.00	\$1,795,744.00

Request for Proposals (RFP) for CS-389 Planning & Engineering Services, Southeast Plant New 250 MGD Headworks Facility
 Proposal Submitted by Carollo

OVERHEAD & PROFIT SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Overhead and Profit Rate (one per firm)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(J)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
					TASK 17 TOTAL	1,138	-	\$56,349		\$140,850
18	Community Benefits				PROJECT TOTAL	1,138	-	\$1,897,609		\$8,361,873

Request for Proposals (RFP) for CS-389 Planning & Engineering Services, Southeast Plant New 250 MGD Headworks Facility
 Proposal Submitted by Carollo

OVERHEAD & PROFIT SCHEDULE

Task No. (A)	Task Summary (B)	Staff Classification (C)	Name of Proposed Staff Person (D)	Consultant Name (E)	Estimated Number of Hours (F)	Base Hourly Rate (\$/hour) (G)	Base Labor Cost (\$) = (F)*(G) (H)	Overhead and Profit Rate (one per firm) (I)	Billing Rate (\$/hour) (J)	Actual Labor Cost (\$) = (F)*(J) (K)
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Other Direct Costs (ODCs)

	Description	Cost
1	Mileage, rental car fees, hotel and airfare for travel outside nine Bay Area Counties	\$101,494
2	Specialty printing	\$31,900
3	Materials for construction of headworks physical model	\$50,000
6	Laboratory/hazardous materials testing	\$136,000
4	Geotechnical Field Work (Drilling)	\$100,000
5		
7		
8		
9		
10		
TOTAL OTHER DIRECT COSTS		\$419,394

Effective Overhead & Profit Schedule Rate **2.83**
 (= Total Actual Labor Cost / Total Base Labor Cost)
 Maximum Allowable Effective Overhead & Profit Schedule Rate = 3.20

TOTAL PROJECT COST BREAKDOWN

Total Actual Labor Cost: **\$5,361,873**
 Total Other Direct Costs (ODCs): **\$419,394**
 (Refer to RFP Section V.4 B ii and Appendix B of the Professional Services Agreement for allowable ODCs)
 Markup on Subconsultant Labor Cost: **\$68,872**
 (Maximum Allowable: 5% of subconsultant labor costs)
TOTAL PROJECT COST (NOT TO EXCEED): \$5,849,139

Overhead & Profit Schedule INSTRUCTIONS:

The Consultant shall complete the Overhead & Profit Schedule so that the Actual Labor Costs provided for tasks with specified allowances are consistent with these allowances.

Column A - Task No.: Use the task numbers listed in the Task Description section of Consultant's proposal, including all tasks in the

RFP Scope of Services Section (Section N) and any additional tasks proposed by Consultant

Column B - Task Summary: Insert the task name from the Task Description section of the proposal and provide very brief description of the task

Column C - Staff Classification: Provide classification name for individuals proposed for this project.

Column D - Name of Proposed Staff Person: Provide name of individuals proposed for this project.

Column E - Consultant Name: Provide name of consulting firm for each individual proposed for this project.

Column F - Estimated No. of Hours: Provide an estimated number of hours that each individual is expected to spend on project tasks.

Column G - Base Hourly Rate: Provide individual's actual hourly salary. These salaries must be verifiable by certified payroll records if required by SFPUC.

Column H - Base Labor Cost: Calculate the Base Labor Cost by multiplying Column F (Estimated No. of Hours) by Column G (Base Hourly Rate)

Column I - Overhead and Profit Rate - proposer must list only one rate per firm

Column J - Billing Rate: Provide actual billing rate for each individual. Consultants will only be allowed to escalate billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area.

Column K - Actual Labor Cost: Calculate the Actual Labor Cost by multiplying Column F (Estimated No. of Hours) by Column J (Billing Rate)

**City and County of San Francisco
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 8th Floor
San Francisco, California 94102**

**First Amendment
Between the City and County of San Francisco and
Carollo Engineers, Inc.
Planning and Engineering Services Southeast Plant
New 250 MGD Headworks Facility
(CS-389)**

THIS AMENDMENT (this "Amendment") is made as of **January 5, 2017**, in San Francisco, California, by and between **Carollo Engineers, Inc.** ("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 term of the Agreement, increase the contract amount, and update standard contractual clauses;

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **44408-13/14** on **December 5, 2016**;

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **16-0225** on **October 25, 2016**;

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution Number **513-16** on **December 6, 2016**;

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 **November 3, 2014** between Contractor and City.

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

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

2a. Section 2. Section 2 Term of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be **six (6) years from December 1, 2014 to November 30, 2020**. Set forth current text of Section.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be **nine (9) years from December 1, 2014 to November 30, 2023**.

2b. Section 5. Section 5 Compensation of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fourteen Million Dollars (\$14,000,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

In no event shall City be liable for interest or late charges for any late payments except as set forth in Section 6.22(J)(7) of the Administrative Code.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty-Three Million Five Hundred Thousand Dollars (\$33,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

In no event shall City be liable for interest or late charges for any late payments except as set forth in Section 6.22(j)(7) of the Administrative Code.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

15. Insurance.

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

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

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

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

c. 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 the Section entitled "Notices to the Parties."

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

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

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

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

2f. Notices to the Parties . Section 25 **Notices to the Parties** is hereby replaced in its entirety as follows :

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

To City: Victor Shih
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 12th Floor
San Francisco, CA 94102
Tel.: 415-551-4843
email: vshih@sfwater.org

To Contractor: Carollo Engineers, Inc.
Jim Hagstrom, P.E., Executive VP
870 Market Street, Suite 728
San Francisco, California 94102
Tel.: 415-399-1601
Fax: 415-399-9414
Email: jhagstrom@carollo.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.

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

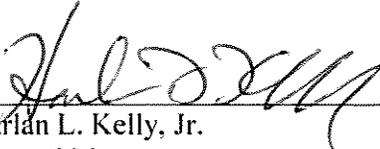
4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

CITY

CONTRACTOR

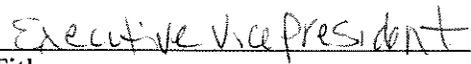
Carollo Engineers, Inc.



Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission



Signature of Authorized Representative

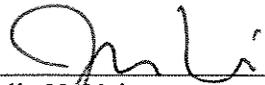

Name of Authorized Representative


Executive Vice President
Title

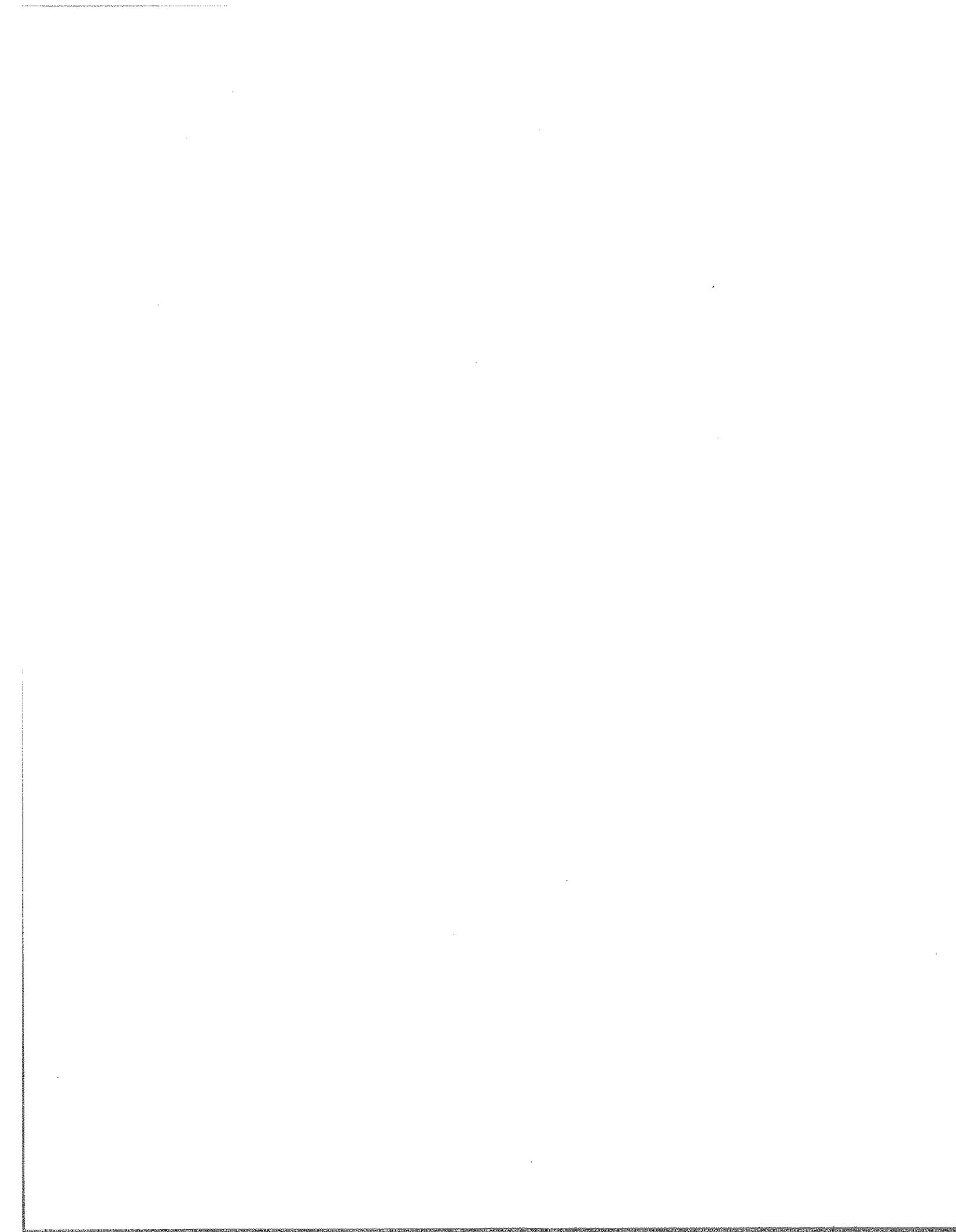
Approved as to Form:

Dennis J. Herrera
City Attorney

City vendor number: 57794

By: 

Julia H. Veit
Deputy City Attorney



PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 16-0225

WHEREAS, On October 28, 2014, following a competitive selection process, this Commission awarded Agreement No. CS-389, Planning and Engineering Services Southeast Plant New 250 MGD Headworks Facility, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement in the amount of \$14,000,000, and with a term of six years, concluding on November 30, 2020, with Carollo Engineers, Inc. ("Carollo"); and

WHEREAS, Amendment No. 1 is being requested for \$19,500,000 along with a corresponding time extension of three years, increasing the total not-to-exceed agreement amount to \$33,500,000, and the total agreement duration to nine years, in order to provide continued process facility engineering design services for additional scopes of work and engineering support during construction for the Southeast Plant (SEP) New 250 MGD Headworks Facility; and

WHEREAS, The Contract Monitoring Division (CMD) has established a subconsulting requirement of 12% Local Business Enterprise (LBE) participation for this agreement; and Carollo committed to 20.6% LBE participation in their proposal; and

WHEREAS, As of October 2016, Carollo has achieved 12.4% LBE participation and taking into consideration the proposed increase and the original contract amount, Carollo foresees that it may fall short of its original LBE participation commitment and is currently projecting 17.2% LBE participation for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CWWSIPSE02 – SEP New Headworks (Grit) Replacement; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 1 to Sewer System Improvement Program-funded Agreement No. CS-389, Planning and Engineering Services Southeast Plant New 250 MGD Headworks Facility, with Carollo Engineers, Inc., to provide continued process facility engineering design and engineering services during construction for the SEP New 250 MGD Headworks Facility, and authorizes the General Manager of the SFPUC to execute this amendment, increasing the agreement up to \$19,500,000, for a total not-to-exceed agreement amount of \$33,500,000, and with a time extension up to three years, for a total agreement duration of nine years, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 25, 2016.



Secretary, Public Utilities Commission

1 [Planning and Engineering Agreement Amendment - Carollo Engineers, Inc. - New Southeast
2 Plant Headworks Facility - Not to Exceed \$33,500,000]

3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to execute Amendment No. 1 to Planning and Engineering Project Design**
5 **Services Agreement No. CS-389 for specialized planning and engineering services for the**
6 **proposed new headworks facility at the Southeast Water Pollution Control Plant between**
7 **the City and County of San Francisco and Carollo Engineers, Inc., to extend the contract**
8 **for three years and twenty days to commence November 30, 2020, for a total term of**
9 **December 19, 2014, through December 19, 2023, for an additional amount of \$19,500,000**
10 **for a total agreement amount not to exceed \$33,500,000.**

11
12 WHEREAS, The Headworks is the first treatment process in the liquid wastewater
13 stream and contains the critical solids removal equipment such as the fine screens, grit
14 removal, and odor control systems; and the existing fine screening and grit removal processes
15 are inefficient and significantly impact the performance of downstream processes at the
16 Southeast Water Pollution Control Plant (SEP); and

17 WHEREAS, On October 28, 2014, the SFPUC approved Resolution No. 14-0172
18 authorizing the General Manager of the San Francisco Public Utilities Commission to execute
19 an agreement with Carollo Engineers, Inc. for specialized planning and engineering services
20 for the proposed new headworks facility at the SEP for an amount not-to-exceed \$14,000,000
21 and with a duration of six (6) years, concluding on November 30, 2020, subject to Board of
22 Supervisors approval pursuant to Charter, Section 9.118; and

23 WHEREAS, This Board of Supervisors adopted Resolution No. 443-14 on
24 November 25, 2014, pursuant to Charter, Section 9.118, authorizing the Agreement; and
25

1 WHEREAS, Amendment No. 1 is being requested for \$19,500,000 increasing the total
2 not-to-exceed agreement to \$33,500,000 and extending the agreement term by three (3)
3 years and twenty (20) days for a total contract duration of nine (9) years, to continue providing
4 specialized planning and engineering services for the proposed new headworks facility at the
5 SEP, subject to Board of Supervisors approval pursuant to Charter, Section 9.118; and

6 WHEREAS, A Contract Monitoring Division (CMD) subconsulting goal of 12% Local
7 Business Enterprise (LBE) participation has been established for this agreement; and

8 WHEREAS, Funds for this amendment are available from Project CWWSIPSE02- SEP
9 New Headworks (Grit) Replacement Project; and

10 WHEREAS, On October 25, 2016, by its Resolution No. 16-0225, the SFPUC
11 approved Amendment No. 1 to the Planning and Engineering Project Design Services
12 Agreement No. CS-389, with Carollo Engineers, Inc. to provide continued specialized
13 planning and engineering services for the proposed new headworks facility at the SEP; and
14 authorized the General Manager to execute this amendment, increasing the agreement by
15 \$19,500,000 for a total agreement amount of \$33,500,000, and extending the agreement term
16 by three (3) years and twenty (20) days for a total contract duration of nine (9) years, subject
17 to Board of Supervisors Approval pursuant to Charter, Section 9.118; now, therefore, be it

18 RESOLVED, That this Board of Supervisors hereby approves and authorizes the
19 General Manager of the SFPUC to execute Amendment No. 1 to Planning and Engineering
20 Project Design Services Agreement No. CS-389, with Carollo Engineers, Inc., to increase the
21 agreement by \$19,500,000 for a total amount of \$33,500,000, and extending the agreement
22 term by three (3) years and twenty (20) days for a total contract duration of nine (9) years, in
23 substantially the form on file with the Clerk of the Board of Supervisors in File No. 161185 and
24 in such final form as approved by the General Manager and the City Attorney; and, be it
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FURTHER RESOLVED, That within thirty (30) days of Amendment No. 1 being fully executed by all parties the SFPUC shall provide the final contract to the Clerk of the Board for inclusion into the official file.



City and County of San Francisco
Tails
Resolution

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

File Number: 161185

Date Passed: December 06, 2016

Resolution authorizing the General Manager of the San Francisco Public Utilities Commission to execute Amendment No. 1 to Planning and Engineering Project Design Services Agreement No. CS-389 for specialized planning and engineering services for the proposed new headworks facility at the Southeast Water Pollution Control Plant between the City and County of San Francisco and Carollo Engineers, Inc., to extend the contract for three years and twenty days to commence November 30, 2020, for a total term of December 19, 2014, through December 19, 2023, for an additional amount of \$19,500,000 for a total agreement amount not to exceed \$33,500,000.

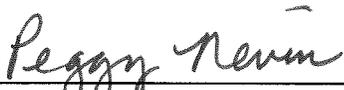
November 30, 2016 Budget and Finance Committee - RECOMMENDED

December 06, 2016 Board of Supervisors - ADOPTED

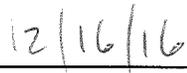
Ayes: 10 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang and Yee

File No. 161185

I hereby certify that the foregoing Resolution was ADOPTED on 12/6/2016 by the Board of Supervisors of the City and County of San Francisco.


for **Angela Calvillo**
Clerk of the Board


Mayor


Date Approved

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0172

WHEREAS, The Headworks facility houses the first treatment process in the liquid wastewater stream and contains the critical solids removal equipment such as the fine screens, grit removal, and odor control systems; and are inefficient and significantly impact the performance of downstream processes at Southeast Water Pollution Control Plant (SEP); and

WHEREAS, Upgrading the existing Headworks facility systems with a new Headworks facility will improve the downstream treatment processes and protect the new biosolids equipment from damaging debris such as, rags, sand, and abrasive grit; and

WHEREAS, It is necessary to procure an engineering team to provide specialized wastewater planning and engineering services to supplement San Francisco Public Utilities Commission (SFPUC) staff; and

WHEREAS, The estimated cost of services is \$14,000,000; and

WHEREAS, The proposal was advertised on July 23, 2014; and

WHEREAS, Services are anticipated to begin in January 2015 and end in January 2021 and the duration of this agreement is six (6) consecutive years; and

WHEREAS, SFPUC staff and Contract Monitoring Division (CMD) review of the selection panel evaluations and proposals resulted in the establishment of Carollo Engineers, Inc. as the best qualified consulting firm; and

WHEREAS, CMD established a Local Business Enterprise (LBE) subconsulting goal of 12% for this project and Carollo Engineers has committed to 20.6% of LBE participation; and

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

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

WHEREAS, Funds for this agreement will be available at the time of award of the agreement from Project CWWSIPSE02- SEP New Headworks (Grit) Replacement Project; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection and awards San Francisco Sewer System Improvement Program (SSIP) -funded Agreement No. CS-389, Planning and Engineering Services Southeast Plant New 250 MGD Headworks Facility to Carollo Engineers, Inc., to provide specialized planning and engineering services for the proposed new Headworks facility at the Southeast Water Pollution Control Plant (SEP); and authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement with Carollo Engineers, Inc. for an amount not-to-exceed \$14,000,000, and with a duration of six (6) years, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 28, 2014.



Secretary, Public Utilities Commission

1 [Planning and Engineering Services Agreement - Carollo Engineers, Inc. - New Southeast
2 Plant Headworks Facility - Not to Exceed \$14,000,000]

3 **Resolution authorizing the General Manager of the Public Utilities Commission to**
4 **execute an agreement with Carollo Engineers, Inc., for specialized planning and**
5 **engineering services for the proposed new headworks facility at the Southeast Water**
6 **Pollution Control Plant for an amount not-to-exceed \$14,000,000 and a six-year term to**
7 **commence following Board approval.**

8
9 WHEREAS, The Headworks is the first treatment process in the liquid wastewater
10 stream and contains the critical solids removal equipment such as the fine screens, grit
11 removal, and odor control systems; and the existing fine screening and grit removal processes
12 are inefficient and significantly impact the performance of downstream processes at the
13 Southeast Water Pollution Control Plant (SEP); and

14 WHEREAS, It is necessary to procure an engineering team to provide specialized
15 wastewater planning and engineering services to supplement SFPUC staff; and

16 WHEREAS, The estimated cost of services is \$14,000,000; and

17 WHEREAS, Services are anticipated to begin in January 2015 and end in January
18 2021 and the duration of this agreement is six (6) consecutive years; and

19 WHEREAS, The Request for Proposal was advertised on July 23, 2014; and

20 WHEREAS, SFPUC staff and Contract Monitoring Division (CMD) review of the
21 proposals resulted in the establishment of Carollo Engineers Inc. as the best qualified
22 consulting firm; and

23 WHEREAS, A CMD subcontracting goal of 12% Local Business Enterprise (LBE)
24 participation (of the total value of services to be provided) has been established for this
25 agreement; and

1 WHEREAS, Carollo Engineers Inc. has been deemed to be in compliance with the
2 Equal Benefits Provisions of Chapter 12B of the City's Administrative Code; and

3 WHEREAS, Funds for this agreement will be available at the time of award of the
4 agreement from Project CWWSIPSE02- SEP New Headworks (Grit) Replacement Project;
5 and

6 WHEREAS, On October 28, 2014, the SFPUC approved Resolution No. 14-0172
7 authorizing the General Manager of the San Francisco Public Utilities Commission to execute
8 an agreement with Carollo Engineers Inc. for specialized planning and engineering services
9 for the proposed new headworks facility at the Southeast Water Pollution Control Plant (SEP)
10 for an amount not-to-exceed \$14,000,000, and with a duration of six (6) years, pending
11 approval by the San Francisco Board of Supervisors pursuant to San Francisco Charter,
12 Section 9.118; now, therefore, be it

13 RESOLVED, That the Board of Supervisors authorizes the General Manager of the
14 SFPUC to enter into an agreement with Carollo Engineers Inc. in substantially the form of
15 agreement on file with the Clerk of the Board of Supervisors in File No. 141151 in an
16 amount not to exceed \$14,000,000 and a term not to exceed six years, commencing in 2015
17 and concluding in 2021; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of the execution of the Agreement
19 CS-389 the General Manager of the San Francisco Public Utilities Commission shall provide
20 the signed contract to the Clerk of the Board for inclusion in the official file.



City and County of San Francisco
Tails
Resolution

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

File Number: 141151

Date Passed: November 25, 2014

Resolution authorizing the General Manager of the Public Utilities Commission to execute an agreement with Carollo Engineers, Inc., for specialized planning and engineering services for the proposed new headworks facility at the Southeast Water Pollution Control Plant for an amount not-to-exceed \$14,000,000 and a six-year term to commence following Board approval.

November 19, 2014 Budget and Finance Committee - RECOMMENDED

November 25, 2014 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Breed, Campos, Chiu, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Cohen

File No. 141151

I hereby certify that the foregoing
Resolution was ADOPTED on 11/25/2014 by
the Board of Supervisors of the City and
County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

Date Approved

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 20-0125

WHEREAS, On October 28, 2014, by Resolution No. 14-0172, this Commission awarded Agreement No. CS-389, Planning and Engineering Services Southeast Plant New 250 MGD Headworks Facility, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement in the amount of \$14,000,000, and with a duration of six years, with Carollo Engineers, Inc. (Carollo), subject to Board of Supervisor's (BOS) approval pursuant to Charter Section 9.1118; and

WHEREAS, On November 25, 2014, by BOS Resolution No. 513-16, the BOS authorized the General Manager to execute Agreement No. CS-389; and

WHEREAS, On October 25, 2016, by Resolution No. 16-0225, this Commission approved Amendment No. 1, increasing the agreement by \$19,500,000 and extending the agreement duration by three years, to provide continued process facility engineering design services and engineering support during construction for the Southeast Plant (SEP) New 250 MGD Headworks Facility, increasing the total not-to-exceed amount of the agreement to \$35,500,000, and extending the agreement duration to nine years, subject to approval by the Board of Supervisors; and

WHEREAS, On December 6, 2016, by BOS Resolution No. 513-16, the Board of Supervisors authorized the General Manager to execute Amendment No. 1 to Agreement No. CS-389, in accordance with Charter, Section 9.1118; and

WHEREAS, Amendment No. 2 is being requested to increase the agreement by \$21,000,000, and extend the agreement by two years, to provide continued process facility engineering design services and engineering support during construction to reflect the increased level of effort needed to implement project re-scoping, increasing the total not-to-exceed agreement amount to \$54,500,000 and extending the agreement duration to eleven years, subject to Board of Supervisors approval under Charter Section 9.1118; and

WHEREAS, The Contract Monitoring Division (CMD) has established a subconsulting requirement of 12% Local Business Enterprise (LBE) participation for this agreement; and Carollo committed to 20.6% LBE participation in their proposal; and

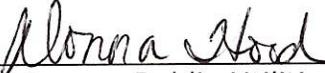
WHEREAS, As of March 2020, Carollo has achieved 16.2% LBE participation and taking into consideration the proposed increase and the original contract amount, Carollo foresees that it may fall short of its original LBE participation commitment and is currently projecting 17.2% LBE participation for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CWWSIPSE02 – SEP New Headworks (Grit) Replacement; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 2 to Sewer System Improvement Program-funded Agreement No. CS-389, Planning and Engineering Services Southeast Plant New 250 MGD Headworks Facility, with Carollo Engineers, Inc., to provide continued process facility engineering design and engineering services during construction for WW-628 Southeast Water Pollution Control Plant New Headworks Facility Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to execute Amendment No. 2, increasing the agreement by \$21,000,000, and extending the duration by two years, for a total not-to-exceed agreement amount of \$54,500,000, and total agreement duration of 11 years, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of June 9, 2020.



Secretary, Public Utilities Commission



TO: Angela Calvillo, Clerk of the Board

FROM: Megan Imperial, SFPUC Policy and Government Affairs

DATE: June 1, 2020

SUBJECT: Agreement Amendment – Planning and Engineering Services, Southeast Plant New 250 MGD Headworks Facility - Not to Exceed \$54,500,000

Attached please find an original and one copy of a proposed resolution authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute Amendment No. 2 to Sewer System Improvement Program-funded Agreement No. CS-389, Planning and Engineering Services Southeast Plant New 250 MGD Headworks Facility, with Carollo Engineers, Inc. for specialized wastewater process facility engineering design and engineering services during construction for WW-628 Southeast Water Pollution Control Plant New Headworks Facility Project, increasing the contract amount by \$21,000,000, for a total not-to-exceed agreement amount of \$54,500,000, and with a time extension up to two (2) years, for a total agreement duration of eleven (11) years, subject to the Board of Supervisors approval pursuant to Charter Section 9.118.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. SFPUC Resolution No. 14-0172
3. Board Resolution No. 443-14
4. CS-389 Original Contract
5. SFPUC Resolution No. 16-0225
6. Board Resolution No. 513-16
7. Amendment No. 1 to CS-389
8. Draft Amendment No. 2 to CS-389

Please contact Megan Imperial at (415) 654-1654 if you need any additional information on these items.

London N. Breed
 Mayor

Ann Moller Caen
 President

Francesca Vietor
 Vice President

Anson Moran
 Commissioner

Sophie Maxwell
 Commissioner

Tim Paulson
 Commissioner

Harlan L. Kelly, Jr.
 General Manager





San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 200564

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Megan Imperial	415-654-1654
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Public Utilities Commission	mimperial@sfgwater.org

5. CONTRACTOR	
NAME OF CONTRACTOR Carollo Engineers Inc.	TELEPHONE NUMBER 415-399-1601
STREET ADDRESS (including City, State and Zip Code) 870 Market Street, Suite 728, San Francisco, CA 94102	EMAIL jhagstrom@carollo.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 200564
DESCRIPTION OF AMOUNT OF CONTRACT \$54,500,00		
NATURE OF THE CONTRACT (Please describe) Specialized planning and engineering services for the proposed new headworks facility at Southeast Water Pollution Control Plant (SEP).		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Carella	Lou	Board of Directors
2	Hagstrom	Jim	Board of Directors
3	Hart	Vinne	Board of Directors
4	wachter	Russ	Board of Directors
5	Wason	Ash	Board of Directors
6	Narayanan	B.	Board of Directors
7	Narayanan	B.	CEO
8	Wason	Ash	CFO
9	Wason	Ash	COO
10	Richard Finger Consulting		Subcontractor
11	Sohcot Consulting		Subcontractor
12	Patricia McGovern Engineer		Subcontractor
13	Dabri, Inc.		Subcontractor
14	Copy Circle		Subcontractor
15	MWA Architects Inc.		Subcontractor
16	SRT Consultants		Subcontractor
17	Geotechnical Consultants		Subcontractor
18	LEE Incorporated		Subcontractor
19	Alfred Williams Consultanc		Subcontractor

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Meridian Surveying Enginee		Subcontractor
21	Hydroconsult Engineers Inc		Subcontractor
22	FE Jordan Associates, Inc.		Subcontractor
23	webster Environmental Asso		Subcontractor
24	Vibro-Acoustic Consultants		Subcontractor
25	JDH Corrosion Consultants		Subcontractor
26	Exaro Technologies		Subcontractor
27	Hargreaves Associates		Subcontractor
28	Katz & Associates		Subcontractor
29	STRUCTUS, Inc.		Subcontractor
30	AEW		Subcontractor
31	Ewing Construction Service		Subcontractor
32	Bay Area Coatings Consulta		Subcontractor
33	CH2M Hill		Subcontractor
34	CHS Consulting Group		Subcontractor
35	Flow Science, Inc.		Subcontractor
36	GVK - Elevator Consulting		Subcontractor
37	Jensen Hughes Inc		Subcontractor
38	SJ Engineers		Subcontractor

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
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50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Imperial, Megan M](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Scarpulla, John \(PUC\)](#)
Subject: SFPUC - Amendment No. 2 to Agreement CS-389, Planning and Engineering Services Southeast Plant New MGD Headworks Facility
Date: Monday, June 1, 2020 11:13:44 AM
Attachments: [1. BOS Resolution.doc](#)
[2. SFPUC Reso No. 14-0172.pdf](#)
[3. Board Reso No. 443-14.pdf](#)
[4. CS-389 Original Contract.pdf](#)
[5. SFPUC Reso No. 16-0225.pdf](#)
[6. Board Reso. No. 513-16.pdf](#)
[7. Amend No. 1 - CS-389.pdf](#)
[8. Draft Amendment No. 2 to CS-389.docx](#)
[Cover Memo CS-389.doc](#)

Hi BOS Legislative Team,

Attached is proposed legislation concerning "Resolution authorizing the General Manager of the San Francisco Public Utilities Commission to execute Amendment No. 2 to Planning and Engineering Project Design Services Agreement No. CS-389 for specialized planning and engineering services for the proposed new headworks facility at the Southeast Water Pollution Control Plant between the City and County of San Francisco and Carollo Engineers, Inc., increasing the agreement by \$21,000,000, for a total not-to-exceed agreement amount of \$54,500,000, and with a time extension of two (2) years, for a total agreement duration of eleven (11) years, subject to the Board of Supervisors approval pursuant to Charter Section 9.118."

The electronic attachments are listed below:

1. Draft Board Resolution
2. SFPUC Resolution No. 14-0172
3. Board Resolution 443-14
4. CS-389 Original Contract
5. SFPUC Resolution No. 16-0225
6. Board Resolution No. 513-16
7. Amendment No. 1 to CS-389
8. Draft Amendment No. 2 to CS-389
9. Cover Memo

I will be submitting the Form 126 via the Ethics Commission website shortly.

Staff Contact: [Megan Imperial, Policy & Government Affairs Analyst] [415-654-1654]

Best,
Megan

Megan M. Imperial 龍芽願
Policy & Government Affairs
San Francisco Public Utilities Commission
525 Golden Gate Ave., 12th Floor
San Francisco, CA 94102
mimperial@sfgwater.org

Office: 415-554-3241 | Mobile: 415-654-1654

Pronouns: She, Her, Hers