



SAN FRANCISCO PUBLIC UTILITIES COMMISSION



Contract Administration Bureau
Ivy V. Fine, Director

1155 Market Street, 9th Floor, San Francisco, CA 94103 • Tel. (415) 551-4603 • Fax (415) 554-3225

June 6, 2008 (Revised from June 3, 2008 NCAC letter)

Louis Armstrong
URS Corporation
221 Main Street, Ste. 600
San Francisco, CA 94105-1917

GAVIN NEWSOM
MAYOR

ANN MOLLER CAEN
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

RICHARD SKLAR
DAVID HOCHSCHILD
F. X. CROWLEY

ED HARRINGTON
GENERAL MANAGER

- RE: 1) Notice of Contract Amendment Certification – Conceptual Engineering Report for Calaveras Dam (CS-716)
2) Transmittal – Executed Agreement #02 between the City and County of San Francisco Public Utilities Commission and URS Corporation

Dear Mr. Armstrong,

This letter provides a *notification of amendment certification* for an INCREASE in contract value and duration for the following contracted work:

BLANKET PURCHASE ORDER NO: BPUC04000193 – *Work may not be charged against this blanket purchase order number*

SCOPE: To provide additional project management, design package services, environmental and permitting support services, naturally occurring asbestos (NOA) compliance plan, and additional as-needed support services.

EFFECTIVE DATE: September 11, 2003 to September 10, 2012

CONTRACT TO DATE: Total value of contract has been increased to \$13,900,000.00

Should you have any questions, please do not hesitate to contact Alex Martinez at (415) 554-0760.

Enclosure: Executed Amendment #02
cc: Dan Wade
File/CS-716.amend#02

RECEIVED

JUN 10 2008

LOUIS J. ARMSTRONG



SAN FRANCISCO PUBLIC UTILITIES COMMISSION



Contract Administration Bureau
Ivy V. Fine, Director

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June 3, 2008

Louis Armstrong
URS Corporation
221 Main Street, Ste. 600
San Francisco, CA 94105-1917

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VICE PRESIDENT

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F. X. CROWLEY

ED HARRINGTON
GENERAL MANAGER

- RE: 1) Notice of Contract Amendment Certification – Conceptual Engineering Report for Calaveras Dam (CS-716)
2) Transmittal – Executed Agreement #02 between the City and County of San Francisco Public Utilities Commission and URS Corporation

Dear Mr. Armstrong,

This letter provides a *notification of amendment certification* for an INCREASE in contract value and duration for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC04000193** – *Work may not be charged against this blanket purchase order number*

SCOPE: *No change in scope of work* – To perform under the terms and condition in this agreement, professional engineering and related technical services to conduct the conceptual engineering of the repair or replacement of Calaveras Dam.

EFFECTIVE DATE: **September 11, 2003 to September 10, 2012**

CONTRACT TO DATE: Total value of contract has been increased to **\$13,900,000.00**

Should you have any questions, please do not hesitate to contact Alex Martinez at (415) 554-0760.

Enclosure: Executed Amendment #02
cc: Dan Wade
File/CS-716.amend#02

RECEIVED

JUN 06 2008

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

LOUIS J. ARMSTRONG

**Second Amendment
CS-716**

THIS AMENDMENT (this "Amendment") is made as of **April 15, 2008**, in San Francisco, California, by and between **URS Corporation** ("the Consultant"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Public Utilities Commission.

RECITALS

WHEREAS, City and Consultant have entered into the Agreement (CS-716);

WHEREAS, City and Consultant desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount by \$1,900,000, define additional tasks and update standard contractual clauses;

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action (#4098-02/03) for Contract Number CS-716 on March 3, 2003; and,

WHEREAS, on March 11, 2008, pursuant to Resolution No. 08-0041, the San Francisco Public Utilities Commission authorized the General Manager to approve Amendment No. 2 to Agreement No. CS-716, Engineering Services, Calaveras Dam Replacement Project; and

WHEREAS, On April 15, 2008, by Resolution 182-08, the Board of Supervisors authorized the SFPUC to award and execute the Agreement Number CS-716, Engineering Services, Calaveras Dam Replacement Project Amendment No. 2 with URS Corporation for an amount not to exceed \$13,900,000;

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated **September 11, 2003** between Consultant and City, as amended by the:

First amendment dated July 26, 2005

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

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

2a. Section 4. Section 4 Compensation (first paragraph) of the Agreement currently reads as follow:

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager, 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 Twelve Million Dollars (\$12,000,000), which sum includes Four Million Dollars (\$4,000,000) for the Conceptual Engineering phase.** 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 the Consultant until reports, services, or both, required under this Agreement are received from the Consultant and approved by SFPUC as being in accordance with this Agreement. The City may withhold payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by the Consultant prior to the Consultant's submission of HRC Form 7, "Prime Contractor/Joint Venture Partner(s) and Sub-contractor Participation Report." If HRC Form 7 is not submitted with the Consultant's invoice, the Controller will notify the department, the Director of HRC and the Consultant of the omission. If the Consultant's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, the Consultant has ten days to file an affidavit using HRC Form 9, "Sub-Contractor Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

Said paragraph of said section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager, 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 Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000), which sum includes Four Million Dollars (\$4,000,000) for the Conceptual Engineering phase.** The breakdown of costs associated with this Agreement appears in Appendix B-2, "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 the Consultant until reports, services, or both, required under this Agreement are received from the Consultant and approved by SFPUC as being in accordance with this Agreement. The City may withhold payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by the Consultant prior to the Consultant's submission of HRC Form 7, "Prime Contractor/Joint Venture Partner(s) and Sub-contractor Participation Report." If HRC Form 7 is not submitted with the Consultant's invoice, the Controller will notify the department, the Director of HRC and the Consultant of the omission. If the Consultant's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, the Consultant has ten days to file an affidavit using HRC Form 9, "Sub-Contractor Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

2b. Indemnification Section 11 of the Agreement is hereby amended in its entirety to read as follows:

11. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Consultant shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Consultant and subconsultant to the Consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Consultant's performance under this Agreement shall operate to limit the Consultant's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Consultant assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the Consultants of any Indemnitee.

(3) The Consultant's indemnification obligations of claims involving "Professional Liability" (claims involving 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 Consultant's negligence or other breach of duty.

c. Copyright Infringement

Consultant 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 then performance of Consultant's services under this Agreement.

2c. Requiring Minimum Compensation for Covered Employees. Section 49 is hereby replaced in its entirety to read as follows:

49. Requiring Minimum Compensation for Covered Employees

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

b. The MCO requires Consultant to pay Consultant'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 Consultant is obligated to keep informed of the then-current requirements. Any subcontract entered into by Consultant shall require the subConsultant 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 Consultant's obligation to ensure that any subConsultants of any tier under this Agreement comply with the requirements of the MCO. If any subConsultant under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Consultant.

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

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

f. Consultant's commitment to provide the Minimum Compensation 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 Consultant fails to comply with these requirements. Consultant 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 Consultant's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Consultant 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, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant 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 the following rights or remedies and any rights or remedies available under applicable law:

h. Consultant 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 Consultant 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 Consultant later enters into an agreement or agreements that cause Consultant to exceed that amount in a fiscal year, Consultant 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 Consultant and this department to exceed \$25,000 in the fiscal year.

2d. First Source Hiring Program. Section 51 is hereby replaced in its entirety to read as follows:

51. 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. Consultant 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 Consultant shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Consultants 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

Consultant 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

Consultant 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 Consultant's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the Consultant 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 Consultant from the first source hiring process, as determined by the FSHA during its first investigation of a Consultant, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Consultant's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a Consultant 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 Consultant'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 Consultant to comply with its first source referral contractual obligations.
- (6) That the failure of Consultants to comply with this Chapter, except property Consultants, 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

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the Consultant will be liable for the City's costs and reasonable attorneys fees.

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 Consultant shall require the subConsultant to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2e. Limitations on Contributions. Section 56 is hereby replaced in its entirety as follows:

56. Limitations on Contributions

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

2f. Protection of Private Information. Section 58 is hereby replaced in its entirety as follows:

58. Protection of Private Information

Consultant 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. Consultant 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 Consultant pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Consultant.

2g. Food Service Waste Reduction Requirements. Section 59 is hereby added, to read as follows:

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Consultant 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, Consultant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Consultant 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 Consultant's failure to comply with this provision.

2h. Health Care Accountability Ordinance. Section 60 is hereby added to the Agreement, as follows:

60. Health Care Accountability Ordinance

Consultant 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 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, Consultant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Consultant 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 Consultant 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. Consultant's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Consultant 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, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant 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 Consultant shall require the SubConsultant to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same

as those set forth in this Section. Consultant 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 SubConsultant of the obligations under the HCAO and has imposed the requirements of the HCAO on SubConsultant through the Subcontract. Each Consultant shall be responsible for its SubConsultants' compliance with this Chapter. If a SubConsultant fails to comply, the City may pursue the remedies set forth in this Section against Consultant based on the SubConsultant's failure to comply, provided that City has first provided Consultant with notice and an opportunity to obtain a cure of the violation.

e. Consultant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Consultant'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. Consultant 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. Consultant 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. Consultant shall keep itself informed of the current requirements of the HCAO.

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

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

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

m. If Consultant is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Consultant later enters into an agreement or agreements that cause Consultant'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 Consultant and the City to be equal to or greater than \$75,000 in the fiscal year.

2i. Graffiti Removal. Section 61 is hereby added to the Agreement, as follows:

61. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Consultant shall remove all graffiti from any real property owned or leased by Consultant in the City and County of San Francisco within forty eight (48) hours of the earlier of Consultant's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Consultant to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Consultant to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

- 2j. Appendix A-2 is hereby incorporated into the contract.
- 2k. Appendix B-2 is hereby incorporated into the contract.
- 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, Consultant and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:



**General Manager
SFPUC**

Approved as to Form:

Dennis J. Herrera
City Attorney

By:


Deputy City Attorney

Approved:


for Naomi Kelly
Director of the Office of Contract Administration,
and Purchaser

CONSULTANT

URS Corporation



Printed Name:
Louis Armstrong

Title:
Vice President

221 Main Street, Ste. 600
San Francisco, CA 94105-1917

City vendor number: 1910301

SCOPE OF WORK

Appendix A-2

TASK GROUP A – Project Management

Task A13 – Contractor Outreach Support Services

Budget = \$30,000

Objectives

Provide support services to SFPUC who will be conducting a contractor outreach event for this project.

Approach

- Provide support services to SFPUC for the upcoming contractor outreach event. Services may include planning and arrangements of meeting facilities and other logistics needs.
- Assist with preparation of presentation and handout materials.
- Attend the contractor outreach event and assist SFPUC with responding to questions as required.

Deliverables¹

- Presentation and handout materials for the contractor outreach event.

TASK GROUP D – DESIGN PACKAGE

Task 4.1 – Review and Assist Preparation of Division 0 and 1 Project Specifications

Budget = \$20,000

Objectives

Assist SFPUC in the preparation of new sections in Division 0 and Division 1 project specifications.

¹ General notes on Deliverables for all tasks:

- Consultant will submit one draft and one final version of each deliverable unless specifically stated otherwise.
- For deliverables that require review and comment from regulatory agencies, consultant will submit an interim electronic draft version of each deliverable for SFPUC internal review and comment prior to submittal of a revised hard copy draft version (with SFPUC comments incorporated) to the regulatory agencies.
- Consultant will provide 20 hard copies and one electronic copy on a CD for each draft and final deliverable unless specifically stated otherwise.
- SFPUC will consolidate and provide Consultant with all review comments of draft submittals in a summary table format.
- Consultant will provide responses to review comments in the summary table from SFPUC.

Approach

- Review SFPUC's General Conditions new sections for construction and make recommendations for special provisions to the General Conditions.
- Conduct a workshop to determine SFPUC and URS responsibilities as lead for each Division 1 specification.

Assumptions

- SFPUC will provide new sections in Division 0 and 1 prior to preparation of 100% design package.

Deliverables

- Revised and updated Division 0 and 1.

Task D5.1 – 95% Design Package – Coordination of Outlet Works Design

Budget = \$50,000

Objectives

Coordinate and integrate the drawings and specifications for the outlet works that are prepared by the SFPUC Engineering Management Bureau (EMB) and URS.

Approach

- As part of the coordination of the final design package, provide interim, partial review of drawings and specifications of the outlet works, including technical memoranda and calculations, as they are being prepared by SFPUC EMB.
- Provide review comments to EMB and attend special subject meetings as required.
- Provide copies of related drawings and specifications to EMB to minimize any duplication effort.

Assumptions

- SFPUC will carry out its own detailed check and QA of design work being completed by EMB, including third party independent review as needed.

Deliverables

- Copies of draft drawings and specifications prepared by SFPUC containing review comments from URS.

Task D6.1 – Evaluate/Incorporate Permit Requirements

Budget = \$60,000

Objectives

Incorporate requirements of all permitting agencies such as U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Fish and Game, Alameda County, Santa Clara County, and other permitting/regulatory agencies into the Detailed Design Documents.

Approach

- Permitting requirements from all permitting/regulatory agencies will be incorporated into the 100% drawings and technical specifications as they are identified.
- Provisions for any required air and water quality monitoring requirements during construction will be included in the General Requirement Specifications.

Assumptions

- It is assumed that many of the permitting requirements have already been incorporated at the 95% level of design.

Deliverables

- No separate deliverable; permitting requirements will be incorporated at the 100% levels of design.

Task D11 – Construction QA/QC Manual

Budget = \$20,000

Objectives

Prepare a Construction QA/QC Manual for the project for use by the SFPUC, CM Consultant and URS.

Approach

- Prepare a Construction QA/QC Manual for the project for use by the SFPUC (PMB, EMB, CMB and BEM), CM Consultant and URS.
- The Construction QA/QC Manual will follow the format prescribed for FERC dam safety projects.
- The roles and responsibilities of QA/QC for the different entities will be defined. Communications, reporting and record keeping will also be defined.
- Frequency of QC tests and QA tests will be defined. Protocols of interaction with DSOD will also be established.
- A draft of the Manual will be distributed and reviewed by all related entities before it is finalized.

Deliverables

- A Construction QA/QC Manual will be prepared.

Task D12 – Watershed Facilities Design Services (Optional)

Budget = \$50,000

Objectives

Perform as-needed design services for facilities located in the watershed that may be affected by the construction.

Approach

- This is an optional task. At the request of SFPUC Project Manager, perform as-needed design services for facilities located in the watershed that may be affected by the construction.

Assumptions

- This is an optional task. The assigned budget is an allowance. Actual budget(s) will be prepared and submitted to SFPUC Project Manager for review and approval prior to the start of each as-needed design request.

Deliverables

- Deliverables as proposed and approved for each as-needed design request.

Task Group E.A – Environmental and Permitting Support Services (SFPUC Lead)

Task E.a.1 – GIS Support for ETJV

Budget = \$15,000

Objectives

Provide GIS support services to ETJV, the project environmental consultant.

Approach

- As authorized by SFPUC, provide GIS support services to ETJV, the project environmental consultant.
- Provide updated shape files (electronic) for project features to ETJV.
- Prepare GIS graphics for meetings and presentations as needed.

Deliverables

- Requested information on an as-needed basis.

Task E.a.2 – Provide Visual Simulation of Borrow Area B/Dam from EBRPD Sunol Regional Wilderness

Budget = \$10,000

Objectives

Prepare a visual simulation of Borrow Area B and the Replacement Dam from two locations in the Sunol Regional Wilderness.

Approach

- Identify two vantage points for analysis.
- Gather existing aerial photo data to fill in gaps beyond the project area.
- Overlay aerial photo data on digital elevation model (DEM) for the view shed.

- Prepare three-dimensional view of the dam site and Borrow Area B from two vantage points in the Sunol Regional Wilderness.

Assumptions

- Evaluate views from two locations.
- Utilize existing aerial photo data from the project or other sources.
- One draft and one final version of visual simulations.

Deliverables

- Two visual simulations in JPG format transmitted via electronic mail or FTP.

Task E.a.3 – Preconstruction Raptor Surveys and Bald Eagle Monitoring

Budget = \$80,000

Objectives

Conduct pre-construction surveys for nesting raptors, swallows and burrowing owls in preparation for the Calaveras Dam Replacement Project.

Approach

This task includes the following four tasks:

- Surveys for tree-nesting raptors and swallows
- Presence/absence surveys for burrowing owls
- Monitoring bald eagle nests
- Preparation of a technical memorandum

Subtask 1 – Surveys for Tree-Nesting Raptors and Swallows

- Conduct a field survey to determine the locations of nesting raptors within the line-of-sight from the western edge of the Calaveras Reservoir. Surveys for tree-nesting raptors will be conducted in March or April of 2008. Records from the California Department of Fish and Game's (CDFG) California Natural Diversity Data Base (CNDDDB) for nesting raptors in the general vicinity of the study area will be reviewed prior to conducting the field surveys.
- Conduct the survey for tree-nesting raptors on foot to identify any trees that appear to support active or inactive raptor nests from the western edge of the reservoir. The study area extends for approximately 2 miles along the edge of the reservoir. Two URS biologists will walk the entire length of the western side of the reservoir in transects covering all trees within the line-of-sight from the western edge of the reservoir.
- Scan using binoculars all habitats that are suitable for nesting raptors within the line-of-sight. The biologists will note any raptor species in the vicinity of each nest. If a raptor species is observed flying out of a specific nest, it will be assumed that the nest was occupied by that species. URS biologists will note the location of all active and inactive raptor nests within the line-of-sight from the western edge of the reservoir.
- URS biologists will also evaluate raptor activity in the general vicinity of the study area by conducting observations from key vantage points. At dusk, URS biologists will use a spotting scope to observe raptor activity in the area from these vantage points.
- Identify swallow colonies nesting within 100 feet of construction areas. URS biologists will evaluate rock outcrops, buildings, and other potential nest sites for swallows.

Subtask 2 – Presence/Absence Surveys for Burrowing Owls

- Conduct presence/absence surveys for burrowing owls (BUOW) at the Borrow Area E (approximately 64 acres). Surveys for BUOWs will be conducted in April or May of 2008. CNDDDB records for this species in the general vicinity of the study area will be reviewed prior to conducting the field surveys.
- These BUOW surveys will not be protocol level surveys, but rather presence/absence surveys. The surveys will be conducted according to the methods described in the *Burrowing Owl Survey Protocol and Mitigation Guidelines* (California Burrowing Owl Consortium 1993). The *Staff Report on Burrowing Owl Mitigation* (CDFG 1995) will also be reviewed prior to conducting the field surveys.
- The BUOW surveys will be conducted on foot within the Borrow Area E by walking transects approximately 100 feet apart. In addition, the study area will be scanned using binoculars to identify any bird species located at a distance. The study area for the BUOW surveys corresponds to Borrow Area E only. URS biologists will note any active BUOW burrows and any burrows or burrow complexes that have the potential to support BUOW (i.e., any burrows with an opening approximately 4 inches in diameter). Areas with potential burrows or burrow complexes will also be mapped.

Subtask 3 – Monitoring Bald Eagle Nests.

- Monitor the two known bald eagle (BAEA) nests and the three artificial BAEA nests from vantage points located on the western edge of the reservoir. This monitoring effort will take place for approximately 3-4 hours around dusk once a month from January through August 2008 or until the offspring have fledged. In California, the BAEA nesting season starts in January and the young typically fledge by August.

Subtask 4 – Preparation of a Technical Memorandum

- The results of the surveys for the tree-nesting raptors, swallows, and BUOWs, and the monitoring efforts will be summarized and presented in a biological resources technical memorandum. The technical memorandum will include the survey results, a map of showing all active and inactive raptor nests, active burrowing owl burrows, and burrows or burrow complexes that have the potential to support BUOWs, and a tabular depiction of their location and species.

Assumptions

- The surveys for tree-nesting raptors along the western edge of the reservoir will be conducted by two biologists over the course of seven 10-hour days.
- The surveys for nesting swallows will be conducted concurrently with the surveys for tree-nesting raptors.
- The surveys for BUOWs in Borrow Area E will be conducted by two biologists over the course of five 10-hour days.
- A maximum of two active BAEA nests and three artificial nests will be monitored monthly.
- The monitoring effort for BAEA nests will take place once a month for approximately 3-4 hours around dusk or dawn, plus driving time. Bald eagle nests will be monitored for eight months starting in January 2008.

Deliverables

- A technical memorandum summarizing the results of the surveys for the tree-nesting raptors, swallows, and BUOWs, and the monitoring efforts will be prepared.

Task E.a.4 – Fisheries Biological Assessment

Budget = \$67,000

Objectives

Prepare a Biological Assessment for the National Marine Fisheries Service (NMFS) based on existing information that is available to SFPUC. The BA will specifically address effects of the proposed project on steelhead (*Oncorhynchus mykiss*) in Alameda and Calaveras creeks. Identify data gaps for consideration by SFPUC.

Approach

- Identify the required components of the BA. Components of the Preliminary Draft BA include: 1) project purpose, 2) project description, 3) action area, 4) consultation history, 5) status of listed species and listed species accounts, including downstream efforts and projects designed to allow anadromous fish passage, 6) effects of the proposed action and 7) conclusions and determinations.
- Prepare a preliminary draft BA based on existing information that is available to the project team. The effects evaluation will consider flow regime and water temperature effects on anadromous salmonids in Alameda and Calaveras creeks. The preliminary draft BA would be submitted to SFPUC for review.

- Identify data gaps and suggest strategies for filling these gaps.
- Prepare a draft BA based on comments from SFPUC.

Assumptions

- Evaluation will be based on existing information.
- Filling gaps in existing data would require a separate scope and cost estimate.
- One preliminary draft and one draft BA.
- One meeting with NMFS to identify required components of the BA.

Deliverables

- Preliminary draft BA; draft BA based on comments from SFPUC. Documents would be submitted as electronic files plus four (4) hard copies.

Task E.a.5 – Support Review and Respond to Public Comments on DEIR

Budget = \$40,000

Objectives

Support SFPUC review of the DEIR and responses to public comments.

Approach

- Review DEIR sections as requested by SFPUC.
- Prepare comments for consideration by SFPUC.
- Review public comments on the DEIR as requested by SFPUC.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.
- The proposed budget is an estimated allowance.

Deliverables

- Requested information on an as-needed basis.

Task E.a.6 – Support SFPUC and Respond to Agency and ETJV Information Requests

Budget = \$46,000

Objectives

Support SFPUC responses to Agency and ETJV information requests. This task would include preparation of a technical memorandum that evaluates options for post-construction restoration of selected project components.

Approach

- Provide environmental information and/or data.
- Prepare technical memoranda.
- Evaluate environmental effects of proposed project design.
- Evaluate options for post-construction restoration of project components.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.
- Post-construction restoration options would be evaluated for DS 3, DS 5, DS 7, Borrow Area B, access/haul roads, and the area downstream of Calaveras Dam.
- The proposed budget is an estimated allowance.

Deliverables

- Requested information on an as-needed basis. Includes technical memorandum that evaluates options for post construction restoration of project disturbance areas.

Task E.a.8 – Support Review of Permit Conditions and Permit Applications

Budget = \$25,000

Objectives

Review draft permit applications and draft permit conditions to evaluate feasibility and consistency with the proposed design and project schedule.

Approach

- Review draft permit applications at request of SFPUC.
- Review draft permit conditions at request of SFPUC.
- Evaluate feasibility of permit conditions relative to project design, cost and schedule.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.

Deliverables

- Requested information on an as-needed basis.

Task E.a.9 – Evaluate Mitigation Feasibility and Schedule Constraints

Budget = \$30,000

Objectives

The DEIR proposes a large number of mitigation measures that place constraints on project activities. These constraints could affect the schedule and cost of the proposed project. As requested by SFPUC, URS will evaluate the feasibility of mitigation measures proposed in the PDEIR and identify potential schedule constraints. This review will be ongoing during the period leading up to publishing the public draft of the EIR.

Approach

- Review mitigation measures in the PDEIR to identify schedule constraints.
- Evaluate the feasibility of mitigation measures in the PDEIR considering the potential cost and project design.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.

Deliverables

- Requested information on an as-needed basis.

Task Group E.B – NOA Compliance plan

For construction activities associated with the Calaveras Dam Replacement Project, a Compliance Plan will have to be developed to address potential issues related to the presence of naturally occurring asbestos (NOA) and potentially other excavated materials and materials containing elevated concentrations of NOA and metals at the Proposed Project Site.

The previous task order, Task Order 7.3, described three phases of work. Phase I work was designed to develop a plan to characterize specific conditions at the Site that are relevant to NOA, metals, and other potential waste issues (e.g., pH), and develop a regulatory approach. Phase II work was designed to: (1) quantify and address risks associated with the conditions delineated in Phase I; and (2) gain regulatory acceptance for the proposed activities that will be affected by the presence of asbestos containing materials and/or metals. Phase III work is designed to implement the program detailed and selected during Phases I and II.

The results to date from Phase I are described in the following documents:

- Airborne Dust Emission Predictions Technical Memorandum.
- Draft Sampling and Analysis Plan (SAP) for Characterization of NOA.

URS also provided design parameters and features for the onsite management and disposal of potential NOA containing materials.

Phase I Planning has also resulted in a letter from the Department of Toxic Substances Control (DTSC) that the natural formations that will be disturbed as part of the CDRP do not constitute a regulated waste and DTSC will not act further in this capacity on the CDRP. In addition, the Regional Water Quality Control Board (RWQCB) also has been involved in discussions regarding the onsite relocation and regrading of the excess soil and rock that will be generated as part of the CDRP.

The BAAQMD and Cal/OSHA were also contacted and their requirements have been reviewed and discussed at a preliminary level. The following activities will be performed as part of Phase II (Scoping) and Phase III (Implementation) of the NOA Compliance Plan.

PHASE I – PLANNING

Task E.b.1 – NOA Compliance Plan – Phase I (Additional)

Budget = \$140,000 (net)

Due to the complexity of the project, some additional Phase I work was carried out, as described below, while some of the original scope (Phase I SAP) was deleted. They are described herein to document additional work requested and/or deemed necessary for the CDRP.

Subtask 1 – Additional Air Dispersion Modeling

- Evaluate the sensitivity of the air dispersion model results to different input parameters and receptor scenarios. Perform three additional sets of risk threshold calculations based the outcome of the modeling exercise using the most reliable input parameters.
- Use the model to develop high-resolution PM10 isopleths across an area that encompasses all receptors. Perform separate risk threshold calculations for six groups of receptors (e.g., recreational users of surrounding property) according to specific exposure scenarios. This allows estimation of an area of influence for impacts of PM10 and subsequent calculation of risk to a variety of receptors newly identified by SFPUC and potential additional receptors identified in the future. Based on this risk threshold calculation, develop a critical area of influence of the potential generation of asbestos dust from the Proposed Project Site.
- Two additional modeling runs and calculation of risk thresholds will be performed. (Note: One run was included in the original scope.)
- A Technical Memorandum describing the final model input and output values. Conclusions and comparisons of threshold concentrations and associated potential third-party exposure issues will be included for selection of the most appropriate modeling input data and assumptions. (Note: Risk analysis and modeling protocol are not required for permit applications. As such, preparation and submittal of modeling protocol to agencies and response to agency review comments on modeling protocol are not included in this task.)

Subtask 2 – Additional CEQA Compliance Support

- Continue to provide support to SFPUC and ETJV Consultants for NOA and metals issues for water supply.
- Per request form SFPUC, provide more extensive description of the issues related to NOA for water quality, hazards, disposal, and air quality in support of the CEQA review.
- In addition, suggest augmentation on impact evaluation and reconciliation of impact mitigations.
- Provide CEQA documents for inclusion through track changes of appropriate comments and suggestions.
- Provide revised sections of the PDEIR to include the description of the elements of the requirements for air and water quality protection, as well as worker protection for potential NOA-related activities.

Subtask 3 – Prepare Concrete/Asphalt Recycle/Reuse Options Technical Memoranda in Support of CEQA Analysis

- Review dam demolition operations to identify activities that generate concrete/asphalt requiring disposal.
- Develop options for recycle or reuse of concrete and asphalt derived from demolition of existing Calaveras Dam and appurtenances.
- Evaluate concrete/asphalt crushing and processing methods to prepare material for recycling or reuse.
- Prepare a technical Memorandum with estimate of concrete/asphalt volume currently planned for disposal and options for reuse or recycling, including costs for recycling options.

Subtask 4 – Prepare Water Quality Memorandum in Support of CEQA Analysis

- Examine historical water quality at Calaveras Reservoir and water quality objectives. Assessments will be based on information provided by the SFPUC Operations at SVWTP and the Water Quality Bureau.
- Examine potential water quality degradation from construction activities.
- Identify construction BMPs and treatment.
- Examine needs and extent for a Surface Water Monitoring Program (SWMP) for the operation of the reservoir, both during and after construction, for (1) monitoring; and (2) treatment system operations and maintenance (O&M) improvements.
- Examine the Sunol Valley Water Treatment Plant (SVWTP) facility and operations versus the potential treatment needs.
- Examine and develop program to address water quality related issues during and after construction of the CDRP.
- Prepare a technical Memorandum summarizing the assessment and proposed program to address water quality related issues during and after construction of the CDRP.

PHASE II – SCOPING

The overall objectives for Phase II Scoping are, as follows:

- Present NOA issues to negotiate requirements with the remaining regulatory approvals identified in the Phase I activities. (i.e., BAAQMD and Cal/OSHA, and RWQCB)
- Complete development of the design parameters required to meet the NOA related regulatory requirements, including those approved by the BAAQMD, Cal/OSHA, as well as RWQCB.

Task E.b.2 – Implementation of Sampling & Analysis Plan (SAP)

Budget = \$162,000

Objective

Collect and analyze soil and rock samples from the Proposed Project Site, in accordance with the SAP developed during Phase I.

Approach

- Sampling and analysis of rocks and soil will be used to characterize NOA and metals concentrations and distribution at the Proposed Project Site. These data will address RWQCB and BAAQMD requirements, and Cal/OSHA health and safety concerns.
- A total of 360 samples will be collected from the existing core boxes stored at the Proposed Project Site, pulverized, split, and finally composited into 130 samples. Samples will be analyzed in the field for metals using x-ray fluorescence (XRF) field analysis, and in the laboratory for asbestos using CARB 435/TEM methodology.
- Preparation of a NOA and Metals Evaluation Report.

Assumptions

- One meeting will be held with each RWQCB, BAAQMD and Cal/OSHA to discuss the results obtained from the sampling and analysis program presented in the NOA and Metals Evaluation Report.
- One round of review and comment on agency requests for information or comments.
- If necessary, a second phase of sampling and analysis using the elutriator method developed by Dr. Wayne Berman may need to be completed to provide support for additional air dispersion modeling, if required by BAAQMD or other regulatory agencies or if deemed necessary to meet internal requirements. The cost of this sampling is not included in this scope of work.

Deliverables

- One electronic interim draft (for SFPUC internal review), one hard copy draft and one final NOA and Metals Evaluation Report in accordance with the *Guidelines for NOA Evaluations*.

Task E.b.3 – BAAQMD and Cal/OSHA NOA-Related Requirements

Budget = \$169,000

Objective

Initiate applications for applicable permits from BAAQMD and Cal/OSHA for construction activities (tunneling, construction, and air quality) for NOA-related requirements at the Proposed Project Site. It is intended that the Holder Status of these permits will be transferred to the Contractors when appropriate.

Approach

The following process will be conducted:

- The BAAQMD requires that a permit be filed related to the control of asbestos containing airborne dust. A preliminary application that contains an Asbestos Dust Mitigation Plan (DMP) will be prepared and submitted to BAAQMD.
- The DMP will be based largely on the NOA and Metals Evaluation report (Task E.b.2 above).
- The DMP will include site maps showing routes, areas to be disturbed, stockpile areas, and other site features; a list of types of equipment to be used for various construction activities; descriptions of dust suppression measures for various construction activities; and a description of the proposed air monitoring program.
- The Comprehensive Air Monitoring Program is described in Task E.b.6 below.
- Cal/OSHA requires permits to be filed for both construction and tunneling and will also require specific certifications, licenses and notices be presented or filed prior to the start of work. These permit applications will incorporate findings from the NOA and Metals Evaluation Report (Task E.b.2 above).
- The construction permit requires preparation of site maps showing construction areas, areas to be disturbed that contain NOA, cross sections, control points for limiting access to work areas, and other information.
- A key component of the construction permit is a project Health and Safety Plan. Acceptable and prohibited work practices will be discussed and eventually included in the bid document specifications.
- The intake shaft of the dam, which is expected to be approximately 165 feet by 30 feet wide, along with the five distribution shafts, qualify as tunneling activity under Cal/OSHA guidelines and require that a permit be obtained from the Cal/OSHA Tunneling District Office located in Sacramento.
- The main items covered by permit include location and nature of proposed underground excavations and haulage-ways, types of diesel motors used in any air ventilated spaces, ventilation and gas testing plan, and tunnel specific hazards.
- The ventilation and gas testing plan will need to provide descriptions of blower requirements necessary to effect adequate flow rates and air exchanges per hour, redundant backup equipment, emissions monitoring equipment, gas concentration alarms, and "trip" conditions for and the types of feedback control sensors proposed.

- The plan for monitoring will need to be prepared by the Certified Tunnel Gas Tester.
- Other tunnel specific hazards such as noise and flooding will also need to be addressed.
- Negotiate specific terms and conditions associated with the work practices and site activities that may be imposed or considered by the two agencies.
- Prepare Memorandum of Understanding (MOU), or equivalent, with agencies to capture agreements on work practices and site activities.
- Define requirements of permits such that they may be incorporated into plans and specifications along with references to MOUs between the two agencies and the project as appropriate.
- After agency acceptance, transfer Permit Holder status to selected contractor.

Assumptions

- One meeting will be held with BAAQMD and two with Cal/OSHA. The SFPUC Compliance Management Team will prepare for and attend these meetings.
- Agency fees are not included in this cost estimate.

Deliverables

- Applicable electronic Interim Draft (for SFPUC internal review), and Draft Permit Applications for discussion and negotiation with the agencies. Draft Final Permit Applications would then be prepared that incorporate SFPUC and agencies comments.

Task E.b.4 – Water Quality Measures, SWPPP and 401/WDR Permit Support

Budget = \$133,000

Objective

Identify and obtain applicable requirements from RWQCB and Counties of Alameda and Santa Clara, as required, for storm water, groundwater, and other water controls to be implemented during construction activities at the Proposed Project Site. It is intended that the Holder Status of these permits will be transferred to the Contractors when appropriate.

In addition, URS will prepare a Water Quality Monitoring Plan (WQMP) to address potential issues arising from inundation of the Franciscan materials. This plan will inform the implementation of the SWPPP and onsite construction water treatment plan (OCWTP) to comply with the anticipated performance criteria determined to be feasible for implementation during construction, and will be based, at least in part, on the technical memo on the draft water quality memo provided by URS in December 2007. URS will also prepare the preliminary conceptual design recommendations for the contractor's water treatment BMPs.

As part of the above activities, URS will also provide permitting support to SFPUC and ETJV for the Section 401 Water Quality Certification and Waste Discharge Requirements (WDRs) under the RWQCB.

Approach

Historical water quality data indicate that disturbance of NOA-containing materials at the Proposed Project Site may result in short-term elevated asbestos concentrations in water that is piped to the SVWTP. In addition, the extraction of groundwater during construction may also contain asbestos and metals, and discharge of extracted groundwater will require permission to discharge. Sources and quantities of groundwater, stormwater and other construction related water and their potential impacts on water quality will be identified and assessed. Mitigation

measures and applicable treatment methods at, or before, SVWTP will be identified. For the SWPPP, the following process will be conducted:

- Evaluate project for activities that will generate water during construction, as well as those activities that will affect surface water quality in Calaveras Reservoir.
- Potentially collect additional samples (e.g., groundwater) required under the General Permit for groundwater extraction (see assumption below).
- Prepare three documents that address water quality during construction activities:
 - Draft and final WQMP based on URS's December 2007 technical memo regarding water quality.
 - Recommended water discharge standards and performance criteria.
 - Draft Storm Water Pollution Prevention Plan (SWPPP) based on new guidelines from the State Water Resources Control Board.

The action levels, trigger levels, and/or performance criteria may be inter-related due to the sources of water and potential discharges of the same at the Proposed Project Site. Recommendations for prevailing criteria will be provided.

- Prepare a draft OCWTP to supplement the implementation of BMPs under the SWPPP, and also prevent excess particulate and asbestos from reaching the Sunol Valley Water Treatment Plant (SVWTP). The OCWTP will include action and/or trigger levels, monitoring requirements, and sampling and analytical protocols, and recommended treatment BMPs in conceptual form. Note: Modifications to the SVWTP shall be considered during analysis, but are currently considered as secondary to onsite water treatment.
- Assess and develop preliminary design of water treatment facilities that may be required in order to meet anticipated water quality standards.
- The intent of the preliminary design is to examine if the anticipated discharge requirements can be practically achieved.
- While the permit requirements will still be included in the specifications and the contractor will be held to meeting such requirements, the preliminary design of the water treatment facilities may be included as non-binding guidelines or suggestions to assist the contractor with its planning and implementation of water treatment facilities.
- Identify modifications to current operations that may be required at SVWTP to address temporary elevated NOA and/or metals concentrations.
- Prepare Draft NOI, Draft SWPPP, and Draft and Final Draft OCWTP for RWQCB review.
- Transfer Holder Status of these permits to the Contractors when appropriate.

Assumptions

- Groundwater sampling reserve of \$25,000 is included, but may be revised depending on RWQCB requests. URS recommends meeting with the RWQCB prior to conducting any groundwater sampling to understand the number of samples and types of parameters that may be required.
- ETJV will take the lead in the obtaining of the 401 Water Quality Certification and WDRs from the RWQCB, and URS will provide support to ETJV and SFPUC.
- Information regarding water quality and water treatment methods at SVWTP will be made available to URS.

- One meeting will be held with RWQCB. The SFPUC Compliance Management Team will prepare for and attend these meetings with URS.
- Final NOI and SWPPP will be obtained by the Contractor selected by SFPUC.

Deliverables

- Interim draft (for internal SFPUC review), hard copy draft and final WQMP
- Interim draft (for internal SFPUC review), hard copy Draft and "Draft Final" NOI and SWPPP
- Technical Memorandum regarding water quality standards and performance criteria applicable to the CDRP
- Interim draft (for internal SFPUC review), hard copy draft and "draft final" OCWTP
- A technical memorandum summarizing the preliminary design of the water treatment facilities will be prepared. The TM will serve as the basis for input to the contract specifications.

Task E.b.5 – Excavated Materials Management Plan (EMMP)

Budget = \$30,000

Objective

Prepare an Excavated Materials Management Plan (EMMP) that will be approved by the RWQCB and will be used to guide the contractor as to management of potential NOA containing materials generated during construction and requiring onsite disposal.

Approach

- Evaluate project for activities that will generate excess soil and rock during construction which require onsite disposal.
- Provide requirements for segregation, soil stockpile management, placement of materials in stockpiles and disposal areas, and decontamination procedures.
- The approved EMMP will be incorporated by reference into the plans and specifications.

Assumptions

- One meeting or conference call will be held with RWQCB.
- One round of comment responses will be prepared.

Deliverables

- Interim draft (for internal SFPUC review), hard copy Draft and Final Excavated Materials Management Plan (EMMP)

Task E.b.6 – Preparation of Comprehensive Air Monitoring Program (CAMP)

Budget = \$85,000

Objective

Prepare a Comprehensive Air Monitoring Program (CAMP) that meets the BAAQMD requirements for potential NOA in air in the work place or in the vicinity of the Proposed Project Site.

Approach

The CAMP – a perimeter monitoring program – will consist of both fenceline and area-specific exposure monitoring. Fenceline perimeter monitoring is intended to provide monitoring data for

locations either at the property boundary or some distance short of the boundary, in directions upwind of potential receptors. Area-specific perimeter monitoring stations are established closer to the separate work areas and are intended to serve as a type of "sentry" station for airborne asbestos concentrations that might be migrating towards the fence line or other downwind location. In general, if area specific concentrations are below target values, it is likely that the fence line perimeter monitoring results should be even lower. The following approach will be used to develop the CAMP:

- Select Relevant Exposure Scenarios for Potential Offsite Receptors – In order to evaluate the potential offsite exposure to third parties during construction, sensitive receptor scenarios will be developed. These will include nearby receptors located within the potential area including recreationists, residents, and offsite workers.
- Select Air Monitoring Stations for Perimeter and Areas - Review existing air modeling results and consult topographic and geopolitical maps of the site to select a set of candidate air monitoring locations that will provide conservatively protective (relative to locations of sensitive receptors) estimates of airborne exposure concentrations attributable to project emissions in all major directions from the Proposed Project Site.
- Establish Background Air Quality – This requires a baseline air monitoring program of approximately one year prior to commencement of construction. Both perimeter and area-specific background concentrations of asbestos will be measured. This task will include an onsite meteorological station to link specific meteorological conditions to actual asbestos concentrations monitored. The cost of the baseline monitoring is included in Task E.b.9.
- Establish Suitable Target Monitoring Criteria – This will involve the review and interpretation of baseline monitoring data and local meteorological conditions at the onsite and offsite potential receptor locations. Current Department of Toxic Substances Control (DTSC) guidelines will be evaluated for perimeter monitoring. In addition, other risk-based trigger or action levels will be considered. The steps to evaluate these criteria are:
 - For each receptor to be protected by monitoring, evaluate existing modeling data to assess likelihood that proposed modeling will be fruitful in supporting an upward adjustment for trigger levels to be applied to site monitoring relative to target acceptable levels defined for each such receptor.
 - Calculate the ratio (dilution factor) of airborne concentrations monitored at the perimeter with corresponding concentrations at the locations of sensitive receptors. This step will be conducted by Wayne Berman if deemed necessary; as such the cost is not included in this scope.
 - If deemed necessary for the statistical simulation, a modeling effort suitable for linking the monitoring and receptor locations will be conducted. This will provide the input data to the statistical simulation conducted by Wayne Berman. This step will be conducted by URS. One AERMOD model run is included in this scope.
 - Review and interpret the baseline monitoring results (to account for background concentrations), as available

Note: Because the plan may need to be completed prior to completion of baseline monitoring, default trigger levels for monitoring may need to be initially incorporated into the plan. Such levels will be identified as "tentative" with an indication that they will be modified (using the procedure described herein), once the necessary data become available, but before the CDRP is initiated.

- Separately for both chrysotile and amphibole asbestos, to the extent that non-zero background concentrations are observed (during baseline monitoring) incorporate a modified strategy for setting trigger levels for monitoring to avoid futile attempts to protect against background while assuring that monitoring remains adequately protective of public health. Note, may need to negotiate strategy with overseeing regulatory agencies.
- Combine the results of criteria evaluation (including modeling/simulation results as necessary) to account for background to define trigger levels that are both health protective and practical.
- Prepare a Comprehensive Air Monitoring Program - The plan will include triggers (action levels) and their associated corrective actions, should monitoring results exceed established criteria and will also include benchmarks that will allow relaxing of monitoring requirements, if observed concentrations are substantially lower than anticipated. The plan will include the monitoring requirements, sampling protocols, laboratory selections, analytical requirements, and quality assurance/quality control requirements. A procedure for tracking the performance of dust suppression measures (based on asbestos monitoring) and potentially relaxing monitoring requirements will be incorporated in the plan. Agency review and approval is required. A draft and final plan will be prepared. One round of internal SFPUC comment responses followed by a second round of agency comment responses is included.

Note: A procedure for selecting among pre-defined corrective actions to be implemented when trigger levels for monitoring are exceeded will be provided in the DMP.
- The approved CAMP will be incorporated by reference into the plans and specifications, in addition to the incorporation of specific actions deemed appropriate for direct incorporation into the plans and specifications.

Assumptions

- One meeting will be held with BAAQMD. One round of internal SFPUC comment response followed by a second round of review and comment on agency requests for information or comments is included.

Deliverables

- One interim draft (for internal SFPUC review), one hard copy draft and one final CAMP.

PHASE III – IMPLEMENTATION

The tasks for Phase III described below are intended to implement the approaches developed as part of Phases I and II.

Task E.b.7 – Design of Disposal Sites

Budget = \$25,000

Objective

Provide environmental support for design of onsite disposal sites to incorporate features/refinements to address NOA and metals issues, as required.

Approach

Work concurrently with the development of the 95% and 100% Design Plans and Specifications.

Assumptions

No client or agency meetings are required.

Deliverables

None.

Task E.b.8 – Integration of NOA-related Requirements into Plans and Specifications

Budget = \$50,000

Objective

Support the development 95% and 100% Design Plans and Specifications

Approach

The plans and specifications will be reviewed concurrently with the preparation of the documents in Phase II. It is anticipated that some modifications to the plans and specifications will occur based on the following Phase II document preparation:

- NOA and Metals Evaluation Report
- Draft SWPPP
- Final OCWTP
- Final EMMP
- BAAQMD and Cal/OSHA permits and MOUs
- Comprehensive Air Monitoring Program
- Permit List

While it would be ideal to work concurrently with the development of the 95% Design Plans and Specifications, the actual requirements will be generated after agency approvals have been secured. Therefore, placeholder language will be provided along with the 95% Design Plans and Specification package, as feasible. Subsequent modifications will be provided in the 100% Design Plans and Specification package as documents become available.

Deliverables

None.

Task E.b.9 – Implementation of the Baseline Portion of the Comprehensive Air Monitoring Plan (CAMP)

Budget = \$263,000

Objective

Collect and analyze air quality and meteorological data prior to construction that will serve as a baseline understanding of existing PM10, asbestos, and metals concentrations in air. This will provide a basis for subsequent perimeter and area air quality monitoring to be conducted under the CAMP during construction. Meteorological results from the baseline program will be used to establish site-specific wind direction, speed, ambient temperature and other meteorological parameters on an hourly basis over the course of one year. In a similar manner, results from the baseline monitoring of PM10, asbestos and metals will be used to estimate site-specific airborne concentrations of these constituents over the course of one year. These data will be used to assess potential pathways for airborne PM10, asbestos, and metals and locate appropriate sites for area-specific and perimeter asbestos monitoring stations.

- A meteorological station and approximately 15 air quality monitoring stations will be set up and operated for the baseline period (approximately one year prior to construction). There

will be 12 meteorological and 12 air quality monitoring events. The meteorologic station will be automated to collect hourly observations of local meteorological conditions, including wind speed, direction, and temperature. Power supply for the meteorological station is assumed to be readily available or provided by others. Power supply for the air quality monitoring stations will be provided by battery packs.

- Data retrieval, calibration, and routine maintenance will be performed at regular intervals throughout the baseline meteorological monitoring period.
- The samples will be submitted for laboratory analysis of PM10, asbestos, and metals. Metals analyses include chromium, cobalt, copper, nickel and arsenic.
- Analytical results from these samples will allow estimation of background airborne concentrations for each constituent (PM10, asbestos, metals) on an approximately monthly basis. Seasonal variations in background airborne concentrations of these constituents will provide a basis for evaluating contributions from subsequent construction activities.

Assumptions

- Baseline monitoring is assumed to be one year with 12 events conducted over that 12 month period.
- Electrical supply for the meteorological station will be provided by others. The cost for additional power supply is not included in this estimate.
- One meeting will be held with each BAAQMD and Cal/OSHA to discuss the results obtained from the sampling and analysis program.
- One round of review and comment on agency requests for information or comments
- Stations will be turned over to the SFPUC at NTP. This scope does not include restoration of stations.

Deliverables

- Quarterly meteorological reports will be prepared to summarize meteorological monitoring data.
- Preparation of a Baseline Air Monitoring Report.

Task Group E.c – Additional As-Needed Services

Budget = \$300,000 (allowance)

Due to the uncertainties associated with the environmental permitting, air and water quality issues related to NOA and metals, and other related activities, there may be additional services required that cannot be adequately scoped at this time. These services may include:

1. Cultural / archaeology resources surveys and recovery
2. Additional visual simulations for CEQA review
3. Additional data acquisition to fill data gaps for fisheries BA
4. Additional sensitive species / habitat surveys
5. Additional watershed design / permitting services
6. Additional analysis of soils / rock using the elutriator method

7. Additional AERMOD model run(s)
8. Additional baseline air sample collection and analysis
9. Other services as may be required but unforeseen at this time.

If any of the above services are required, a detailed scope of work and budget would be prepared and would not be implemented without written authorization of the SFPUC.

Agreement No. CS-716
CALAVERAS DAM REPLACEMENT PROJECT (CUW 37401)
Amendment No. 2 – Appendix B-2
Final Design, Environmental and Permitting Support Services

Summary

Task No.	Description	Budget
Task Group A – Project Management		
A13	Contractor Outreach Support Services	\$30,000
Task Group D – Design Package		
D4.1	Review and Assist Preparation of Division 0 and 1 Project Specifications	\$20,000
D5.1	95% Detailed Design – Coordination of Outlet Works Design	\$50,000
D6.1	Evaluate/Incorporate Permit Requirements	\$60,000
D10	(Not Used)	--
D11	Construction QA/QC Manual	\$20,000
D12	Watershed Facilities Design Services (Optional)	\$50,000
Task Group E.a – Environmental and Permitting Support Services		
E.a.1	GIS support for ETJV (transfers of updated files)	\$15,000
E.a.2	Visual simulation of Borrow Area B/Dam from EBRPD Sunol Reg. Wild.	\$10,000
E.a.3	Preconstruction Raptor Surveys and Bald Eagle Monitoring	\$80,000
E.a.4	Fisheries BA	\$67,000
E.a.5	Review public comments on DEIR and prepare responses as needed to support SFPUC BEM staff	\$40,000
E.a.6	Support for SFPUC BEM staff/ respond to agency and ETJV information requests	\$46,000
E.a.7	(Not Used)	--
E.a.8	Review draft permit conditions/permit applications and provide comments to SFPUC	\$25,000
E.a.9	Evaluation of mitigation feasibility/schedule constraints for mitigation (includes evaluation of proposed RWQCB BMPs/avoidance and minimization measures)	\$30,000

Task Group E.b – NOA Compliance Plan		
	NOA Compliance Plan – Phase I (additional)	
E.b.1	NOA Compliance Plan – Phase I (Net – see below)	\$140,000
	<i>Remaining Portion of Original Phase I Budget</i>	<i>\$180,000²</i>
	<i>Additional Air Dispersion Modeling</i>	<i>\$20,000</i>
	<i>Additional CEQA Compliance Support</i>	<i>\$35,000</i>
	<i>Prepare Concrete/Asphalt Recycle/Reuse Options</i>	<i>\$10,000</i>
	<i>Prepare Water Quality Memo</i>	<i>\$10,000</i>
	<i>Delete Implementation of Phase I SAP</i>	<i>(\$115,000)</i>
	NOA Compliance Plan – Phase II	
E.b.2	Implementation of SAP	\$162,000
E.b.3	BAAQMD and Cal/OSHA Requirements	\$169,000
E.b.4	Water Quality Measures and 401/WDR Permit Support	\$133,000
E.b.5	Prepare Excavated Materials Management Plan	\$30,000
E.b.6	Comprehensive Air Monitoring Program	\$85,000
	NOA Compliance Plan – Phase III	
E.b.7	Environmental Support for Design Refinements of Disposal Sites	\$25,000
E.b.8	Integration of NOA-related Requirements into Plans and Specifications	\$50,000
E.b.9	Baseline Air Monitoring (Implementation of a portion of the Comprehensive Air Monitoring Program)	\$263,000
Task Group E.c – Additional As-Needed Support Services (Optional)		
	As-Needed Support Services (Allowance)	\$300,000
	TOTAL	\$1,900,000

² This amount (\$180,000) represents 50% funding of the original estimated budget (\$360,000) for Task E5 authorized under Task Order 7.3.

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

**Second Amendment
CS-716**

THIS AMENDMENT (this "Amendment") is made as of **April 15, 2008**, in San Francisco, California, by and between **URS Corporation** ("the Consultant"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Public Utilities Commission.

RECITALS

WHEREAS, City and Consultant have entered into the Agreement (CS-716);

WHEREAS, City and Consultant desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount by \$1,900,000, define additional tasks and update standard contractual clauses;

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action (#4098-02/03) for Contract Number CS-716 on March 3, 2003; and,

WHEREAS, on March 11, 2008, pursuant to Resolution No. 08-0041, the San Francisco Public Utilities Commission authorized the General Manager to approve Amendment No. 2 to Agreement No. CS-716, Engineering Services, Calaveras Dam Replacement Project; and

WHEREAS, On April 15, 2008, by Resolution 182-08, the Board of Supervisors authorized the SFPUC to award and execute the Agreement Number CS-716, Engineering Services, Calaveras Dam Replacement Project Amendment No. 2 with URS Corporation for an amount not to exceed \$13,900,000;

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated **September 11, 2003** between Consultant and City, as amended by the:

First amendment dated July 26, 2005

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

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

2a. Section 4. Section 4 Compensation (first paragraph) of the Agreement currently reads as follow:

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager, 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 Twelve Million Dollars (\$12,000,000), which sum includes Four Million Dollars (\$4,000,000) for the Conceptual Engineering phase.** 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 the Consultant until reports, services, or both, required under this Agreement are received from the Consultant and approved by SFPUC as being in accordance with this Agreement. The City may withhold payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by the Consultant prior to the Consultant's submission of HRC Form 7, "Prime Contractor/Joint Venture Partner(s) and Sub-contractor Participation Report." If HRC Form 7 is not submitted with the Consultant's invoice, the Controller will notify the department, the Director of HRC and the Consultant of the omission. If the Consultant's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, the Consultant has ten days to file an affidavit using HRC Form 9, "Sub-Contractor Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

Said paragraph of said section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager, 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 Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000), which sum includes Four Million Dollars (\$4,000,000) for the Conceptual Engineering phase.** The breakdown of costs associated with this Agreement appears in Appendix B-2, "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 the Consultant until reports, services, or both, required under this Agreement are received from the Consultant and approved by SFPUC as being in accordance with this Agreement. The City may withhold payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by the Consultant prior to the Consultant's submission of HRC Form 7, "Prime Contractor/Joint Venture Partner(s) and Sub-contractor Participation Report." If HRC Form 7 is not submitted with the Consultant's invoice, the Controller will notify the department, the Director of HRC and the Consultant of the omission. If the Consultant's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, the Consultant has ten days to file an affidavit using HRC Form 9, "Sub-Contractor Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

2b. Indemnification Section 11 of the Agreement is hereby amended in its entirety to read as follows:

11. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Consultant shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Consultant and subconsultant to the Consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Consultant's performance under this Agreement shall operate to limit the Consultant's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Consultant assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the Consultants of any Indemnitee.

(3) The Consultant's indemnification obligations of claims involving "Professional Liability" (claims involving 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 Consultant's negligence or other breach of duty.

c. Copyright Infringement

Consultant 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 then performance of Consultant's services under this Agreement.

2c. Requiring Minimum Compensation for Covered Employees. Section 49 is hereby replaced in its entirety to read as follows:

49. Requiring Minimum Compensation for Covered Employees

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

b. The MCO requires Consultant to pay Consultant'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 Consultant is obligated to keep informed of the then-current requirements. Any subcontract entered into by Consultant shall require the subConsultant 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 Consultant's obligation to ensure that any subConsultants of any tier under this Agreement comply with the requirements of the MCO. If any subConsultant under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Consultant.

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

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

f. Consultant's commitment to provide the Minimum Compensation 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 Consultant fails to comply with these requirements. Consultant 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 Consultant's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Consultant 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, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant 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 the following rights or remedies and any rights or remedies available under applicable law:

h. Consultant 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 Consultant 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 Consultant later enters into an agreement or agreements that cause Consultant to exceed that amount in a fiscal year, Consultant 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 Consultant and this department to exceed \$25,000 in the fiscal year.

2d. First Source Hiring Program. Section 51 is hereby replaced in its entirety to read as follows:

51. 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. Consultant 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 Consultant shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Consultants 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

Consultant 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

Consultant 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 Consultant's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the Consultant 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 Consultant from the first source hiring process, as determined by the FSHA during its first investigation of a Consultant, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Consultant's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a Consultant 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 Consultant'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 Consultant to comply with its first source referral contractual obligations.
- (6) That the failure of Consultants to comply with this Chapter, except property Consultants, 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

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the Consultant will be liable for the City's costs and reasonable attorneys fees.

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 Consultant shall require the subConsultant to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2e. Limitations on Contributions. Section 56 is hereby replaced in its entirety as follows:

56. Limitations on Contributions

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

2f. Protection of Private Information. Section 58 is hereby replaced in its entirety as follows:

58. Protection of Private Information

Consultant 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. Consultant agrees that any failure of Contactor 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 Consultant pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Consultant.

2g. Food Service Waste Reduction Requirements. Section 59 is hereby added, to read as follows:

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Consultant 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, Consultant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Consultant 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 Consultant's failure to comply with this provision.

2h. Health Care Accountability Ordinance. Section 60 is hereby added to the Agreement, as follows:

60. Health Care Accountability Ordinance

Consultant 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 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, Consultant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Consultant 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 Consultant 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. Consultant's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Consultant 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, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant 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 Consultant shall require the SubConsultant to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same

as those set forth in this Section. Consultant 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 SubConsultant of the obligations under the HCAO and has imposed the requirements of the HCAO on SubConsultant through the Subcontract. Each Consultant shall be responsible for its SubConsultants' compliance with this Chapter. If a SubConsultant fails to comply, the City may pursue the remedies set forth in this Section against Consultant based on the SubConsultant's failure to comply, provided that City has first provided Consultant with notice and an opportunity to obtain a cure of the violation.

e. Consultant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Consultant'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. Consultant 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. Consultant 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. Consultant shall keep itself informed of the current requirements of the HCAO.

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

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

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

m. If Consultant is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Consultant later enters into an agreement or agreements that cause Consultant'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 Consultant and the City to be equal to or greater than \$75,000 in the fiscal year.

2i. Graffiti Removal. Section 61 is hereby added to the Agreement, as follows:

61. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Consultant shall remove all graffiti from any real property owned or leased by Consultant in the City and County of San Francisco within forty eight (48) hours of the earlier of Consultant's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Consultant to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Consultant to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

- 2j. Appendix A-2 is hereby incorporated into the contract.
- 2k. Appendix B-2 is hereby incorporated into the contract.
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, Consultant and City have executed this Amendment as of the date first referenced above.

CITY

CONSULTANT

Recommended by:

URS Corporation

General Manager
SFPUC

Printed Name:

Title:

Approved as to Form:

221 Main Street, Ste. 600
San Francisco, CA 94105-1917

Dennis J. Herrera
City Attorney

City vendor number:

By: _____
Deputy City Attorney

Approved:

Naomi Kelly
Director of the Office of Contract Administration,
and Purchaser

SCOPE OF WORK

Appendix A-2

TASK GROUP A – Project Management

Task A13 – Contractor Outreach Support Services

Budget = \$30,000

Objectives

Provide support services to SFPUC who will be conducting a contractor outreach event for this project.

Approach

- Provide support services to SFPUC for the upcoming contractor outreach event. Services may include planning and arrangements of meeting facilities and other logistics needs.
- Assist with preparation of presentation and handout materials.
- Attend the contractor outreach event and assist SFPUC with responding to questions as required.

Deliverables¹

- Presentation and hand out materials for the contractor outreach event.

TASK GROUP D – DESIGN PACKAGE

Task 4.1 – Review and Assist Preparation of Division 0 and 1 Project Specifications

Budget = \$20,000

Objectives

Assist SFPUC in the preparation of new sections in Division 0 and Division 1 project specifications.

¹ General notes on Deliverables for all tasks:

- Consultant will submit one draft and one final version of each deliverable unless specifically stated otherwise.
- For deliverables that require review and comment from regulatory agencies, consultant will submit an interim electronic draft version of each deliverable for SFPUC internal review and comment prior to submittal of a revised hard copy draft version (with SFPUC comments incorporated) to the regulatory agencies.
- Consultant will provide 20 hard copies and one electronic copy on a CD for each draft and final deliverable unless specifically stated otherwise.
- SFPUC will consolidate and provide Consultant with all review comments of draft submittals in a summary table format.
- Consultant will provide responses to review comments in the summary table from SFPUC.

Approach

- Review SFPUC's General Conditions new sections for construction and make recommendations for special provisions to the General Conditions.
- Conduct a workshop to determine SFPUC and URS responsibilities as lead for each Division 1 specification.

Assumptions

- SFPUC will provide new sections in Division 0 and 1 prior to preparation of 100% design package.

Deliverables

- Revised and updated Division 0 and 1.

Task D5.1 – 95% Design Package – Coordination of Outlet Works Design

Budget = \$50,000

Objectives

Coordinate and integrate the drawings and specifications for the outlet works that are prepared by the SFPUC Engineering Management Bureau (EMB) and URS.

Approach

- As part of the coordination of the final design package, provide interim, partial review of drawings and specifications of the outlet works, including technical memoranda and calculations, as they are being prepared by SFPUC EMB.
- Provide review comments to EMB and attend special subject meetings as required.
- Provide copies of related drawings and specifications to EMB to minimize any duplication effort.

Assumptions

- SFPUC will carry out its own detailed check and QA of design work being completed by EMB, including third party independent review as needed.

Deliverables

- Copies of draft drawings and specifications prepared by SFPUC containing review comments from URS.

Task D6.1 – Evaluate/Incorporate Permit Requirements

Budget = \$60,000

Objectives

Incorporate requirements of all permitting agencies such as U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Fish and Game, Alameda County, Santa Clara County, and other permitting/regulatory agencies into the Detailed Design Documents.

Approach

- Permitting requirements from all permitting/regulatory agencies will be incorporated into the 100% drawings and technical specifications as they are identified.
- Provisions for any required air and water quality monitoring requirements during construction will be included in the General Requirement Specifications.

Assumptions

- It is assumed that many of the permitting requirements have already been incorporated at the 95% level of design.

Deliverables

- No separate deliverable; permitting requirements will be incorporated at the 100% levels of design.

Task D11 – Construction QA/QC Manual

Budget = \$20,000

Objectives

Prepare a Construction QA/QC Manual for the project for use by the SFPUC, CM Consultant and URS.

Approach

- Prepare a Construction QA/QC Manual for the project for use by the SFPUC (PMB, EMB, CMB and BEM), CM Consultant and URS.
- The Construction QA/QC Manual will follow the format prescribed for FERC dam safety projects.
- The roles and responsibilities of QA/QC for the different entities will be defined. Communications, reporting and record keeping will also be defined.
- Frequency of QC tests and QA tests will be defined. Protocols of interaction with DSOD will also be established.
- A draft of the Manual will be distributed and reviewed by all related entities before it is finalized.

Deliverables

- A Construction QA/QC Manual will be prepared.

Task D12 – Watershed Facilities Design Services (Optional)

Budget = \$50,000

Objectives

Perform as-needed design services for facilities located in the watershed that may be affected by the construction.

Approach

- This is an optional task. At the request of SFPUC Project Manager, perform as-needed design services for facilities located in the watershed that may be affected by the construction.

Assumptions

- This is an optional task. The assigned budget is an allowance. Actual budget(s) will be prepared and submitted to SFPUC Project Manager for review and approval prior to the start of each as-needed design request.

Deliverables

- Deliverables as proposed and approved for each as-needed design request.

Task Group E.A – Environmental and Permitting Support Services (SFPUC Lead)

Task E.a.1 – GIS Support for ETJV

Budget = \$15,000

Objectives

Provide GIS support services to ETJV, the project environmental consultant.

Approach

- As authorized by SFPUC, provide GIS support services to ETJV, the project environmental consultant.
- Provide updated shape files (electronic) for project features to ETJV.
- Prepare GIS graphics for meetings and presentations as needed.

Deliverables

- Requested information on an as-needed basis.

Task E.a.2 – Provide Visual Simulation of Borrow Area B/Dam from EBRPD Sunol Regional Wilderness

Budget = \$10,000

Objectives

Prepare a visual simulation of Borrow Area B and the Replacement Dam from two locations in the Sunol Regional Wilderness.

Approach

- Identify two vantage points for analysis.
- Gather existing aerial photo data to fill in gaps beyond the project area.
- Overlay aerial photo data on digital elevation model (DEM) for the view shed.

- Prepare three-dimensional view of the dam site and Borrow Area B from two vantage points in the Sunol Regional Wilderness.

Assumptions

- Evaluate views from two locations.
- Utilize existing aerial photo data from the project or other sources.
- One draft and one final version of visual simulations.

Deliverables

- Two visual simulations in JPG format transmitted via electronic mail or FTP.

Task E.a.3 – Preconstruction Raptor Surveys and Bald Eagle Monitoring

Budget = \$80,000

Objectives

Conduct pre-construction surveys for nesting raptors, swallows and burrowing owls in preparation for the Calaveras Dam Replacement Project.

Approach

This task includes the following four tasks:

- Surveys for tree-nesting raptors and swallows
- Presence/absence surveys for burrowing owls
- Monitoring bald eagle nests
- Preparation of a technical memorandum

Subtask 1 – Surveys for Tree-Nesting Raptors and Swallows

- Conduct a field survey to determine the locations of nesting raptors within the line-of-sight from the western edge of the Calaveras Reservoir. Surveys for tree-nesting raptors will be conducted in March or April of 2008. Records from the California Department of Fish and Game's (CDFG) California Natural Diversity Data Base (CNDDDB) for nesting raptors in the general vicinity of the study area will be reviewed prior to conducting the field surveys.
- Conduct the survey for tree-nesting raptors on foot to identify any trees that appear to support active or inactive raptor nests from the western edge of the reservoir. The study area extends for approximately 2 miles along the edge of the reservoir. Two URS biologists will walk the entire length of the western side of the reservoir in transects covering all trees within the line-of-sight from the western edge of the reservoir.
- Scan using binoculars all habitats that are suitable for nesting raptors within the line-of-sight. The biologists will note any raptor species in the vicinity of each nest. If a raptor species is observed flying out of a specific nest, it will be assumed that the nest was occupied by that species. URS biologists will note the location of all active and inactive raptor nests within the line-of-sight from the western edge of the reservoir.
- URS biologists will also evaluate raptor activity in the general vicinity of the study area by conducting observations from key vantage points. At dusk, URS biologists will use a spotting scope to observe raptor activity in the area from these vantage points.
- Identify swallow colonies nesting within 100 feet of construction areas. URS biologists will evaluate rock outcrops, buildings, and other potential nest sites for swallows.

Subtask 2 – Presence/Absence Surveys for Burrowing Owls

- Conduct presence/absence surveys for burrowing owls (BUOW) at the Borrow Area E (approximately 64 acres). Surveys for BUOWs will be conducted in April or May of 2008. CNDDDB records for this species in the general vicinity of the study area will be reviewed prior to conducting the field surveys.
- These BUOW surveys will not be protocol level surveys, but rather presence/absence surveys. The surveys will be conducted according to the methods described in the *Burrowing Owl Survey Protocol and Mitigation Guidelines* (California Burrowing Owl Consortium 1993). The *Staff Report on Burrowing Owl Mitigation* (CDFG 1995) will also be reviewed prior to conducting the field surveys.
- The BUOW surveys will be conducted on foot within the Borrow Area E by walking transects approximately 100 feet apart. In addition, the study area will be scanned using binoculars to identify any bird species located at a distance. The study area for the BUOW surveys corresponds to Borrow Area E only. URS biologists will note any active BUOW burrows and any burrows or burrow complexes that have the potential to support BUOW (i.e., any burrows with an opening approximately 4 inches in diameter). Areas with potential burrows or burrow complexes will also be mapped.

Subtask 3 – Monitoring Bald Eagle Nests.

- Monitor the two known bald eagle (BAEA) nests and the three artificial BAEA nests from vantage points located on the western edge of the reservoir. This monitoring effort will take place for approximately 3-4 hours around dusk once a month from January through August 2008 or until the offspring have fledged. In California, the BAEA nesting season starts in January and the young typically fledge by August.

Subtask 4 – Preparation of a Technical Memorandum

- The results of the surveys for the tree-nesting raptors, swallows, and BUOWs, and the monitoring efforts will be summarized and presented in a biological resources technical memorandum. The technical memorandum will include the survey results, a map of showing all active and inactive raptor nests, active burrowing owl burrows, and burrows or burrow complexes that have the potential to support BUOWs, and a tabular depiction of their location and species.

Assumptions

- The surveys for tree-nesting raptors along the western edge of the reservoir will be conducted by two biologists over the course of seven 10-hour days.
- The surveys for nesting swallows will be conducted concurrently with the surveys for tree-nesting raptors.
- The surveys for BUOWs in Borrow Area E will be conducted by two biologists over the course of five 10-hour days.
- A maximum of two active BAEA nests and three artificial nests will be monitored monthly.
- The monitoring effort for BAEA nests will take place once a month for approximately 3-4 hours around dusk or dawn, plus driving time. Bald eagle nests will be monitored for eight months starting in January 2008.

Deliverables

- A technical memorandum summarizing the results of the surveys for the tree-nesting raptors, swallows, and BUOWs, and the monitoring efforts will be prepared.

Task E.a.4 – Fisheries Biological Assessment

Budget = \$67,000

Objectives

Prepare a Biological Assessment for the National Marine Fisheries Service (NMFS) based on existing information that is available to SFPUC. The BA will specifically address effects of the proposed project on steelhead (*Oncorhynchus mykiss*) in Alameda and Calaveras creeks. Identify data gaps for consideration by SFPUC.

Approach

- Identify the required components of the BA. Components of the Preliminary Draft BA include: 1) project purpose, 2) project description, 3) action area, 4) consultation history, 5) status of listed species and listed species accounts, including downstream efforts and projects designed to allow anadromous fish passage, 6) effects of the proposed action and 7) conclusions and determinations.
- Prepare a preliminary draft BA based on existing information that is available to the project team. The effects evaluation will consider flow regime and water temperature effects on anadromous salmonids in Alameda and Calaveras creeks. The preliminary draft BA would be submitted to SFPUC for review.

- Identify data gaps and suggest strategies for filling these gaps.
- Prepare a draft BA based on comments from SFPUC.

Assumptions

- Evaluation will be based on existing information.
- Filling gaps in existing data would require a separate scope and cost estimate.
- One preliminary draft and one draft BA.
- One meeting with NMFS to identify required components of the BA.

Deliverables

- Preliminary draft BA; draft BA based on comments from SFPUC. Documents would be submitted as electronic files plus four (4) hard copies.

Task E.a.5 – Support Review and Respond to Public Comments on DEIR

Budget = \$40,000

Objectives

Support SFPUC review of the DEIR and responses to public comments.

Approach

- Review DEIR sections as requested by SFPUC.
- Prepare comments for consideration by SFPUC.
- Review public comments on the DEIR as requested by SFPUC.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.
- The proposed budget is an estimated allowance.

Deliverables

- Requested information on an as-needed basis.

Task E.a.6 – Support SFPUC and Respond to Agency and ETJV Information Requests

Budget = \$46,000

Objectives

Support SFPUC responses to Agency and ETJV information requests. This task would include preparation of a technical memorandum that evaluates options for post-construction restoration of selected project components.

Approach

- Provide environmental information and/or data.
- Prepare technical memoranda.
- Evaluate environmental effects of proposed project design.
- Evaluate options for post-construction restoration of project components.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.
- Post-construction restoration options would be evaluated for DS 3, DS 5, DS 7, Borrow Area B, access/haul roads, and the area downstream of Calaveras Dam.
- The proposed budget is an estimated allowance.

Deliverables

- Requested information on an as-needed basis. Includes technical memorandum that evaluates options for post construction restoration of project disturbance areas.

Task E.a.8 – Support Review of Permit Conditions and Permit Applications

Budget = \$25,000

Objectives

Review draft permit applications and draft permit conditions to evaluate feasibility and consistency with the proposed design and project schedule.

Approach

- Review draft permit applications at request of SFPUC.
- Review draft permit conditions at request of SFPUC.
- Evaluate feasibility of permit conditions relative to project design, cost and schedule.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.

Deliverables

- Requested information on an as-needed basis.

Task E.a.9 – Evaluate Mitigation Feasibility and Schedule Constraints

Budget = \$30,000

Objectives

The DEIR proposes a large number of mitigation measures that place constraints on project activities. These constraints could affect the schedule and cost of the proposed project. As requested by SFPUC, URS will evaluate the feasibility of mitigation measures proposed in the PDEIR and identify potential schedule constraints. This review will be ongoing during the period leading up to publishing the public draft of the EIR.

Approach

- Review mitigation measures in the PDEIR to identify schedule constraints.
- Evaluate the feasibility of mitigation measures in the PDEIR considering the potential cost and project design.

Assumptions

- URS will provide environmental and other technical support services as requested and authorized by the SFPUC.

Deliverables

- Requested information on an as-needed basis.

Task Group E.B – NOA Compliance plan

For construction activities associated with the Calaveras Dam Replacement Project, a Compliance Plan will have to be developed to address potential issues related to the presence of naturally occurring asbestos (NOA) and potentially other excavated materials and materials containing elevated concentrations of NOA and metals at the Proposed Project Site.

The previous task order, Task Order 7.3, described three phases of work. Phase I work was designed to develop a plan to characterize specific conditions at the Site that are relevant to NOA, metals, and other potential waste issues (e.g., pH), and develop a regulatory approach. Phase II work was designed to: (1) quantify and address risks associated with the conditions delineated in Phase I; and (2) gain regulatory acceptance for the proposed activities that will be affected by the presence of asbestos containing materials and/or metals. Phase III work is designed to implement the program detailed and selected during Phases I and II.

The results to date from Phase I are described in the following documents:

- Airborne Dust Emission Predictions Technical Memorandum.
- Draft Sampling and Analysis Plan (SAP) for Characterization of NOA.

URS also provided design parameters and features for the onsite management and disposal of potential NOA containing materials.

Phase I Planning has also resulted in a letter from the Department of Toxic Substances Control (DTSC) that the natural formations that will be disturbed as part of the CDRP do not constitute a regulated waste and DTSC will not act further in this capacity on the CDRP. In addition, the Regional Water Quality Control Board (RWQCB) also has been involved in discussions regarding the onsite relocation and regrading of the excess soil and rock that will be generated as part of the CDRP.

The BAAQMD and Cal/OSHA were also contacted and their requirements have been reviewed and discussed at a preliminary level. The following activities will be performed as part of Phase II (Scoping) and Phase III (Implementation) of the NOA Compliance Plan.

PHASE I – PLANNING

Task E.b.1 – NOA Compliance Plan – Phase I (Additional)

Budget = \$140,000 (net)

Due to the complexity of the project, some additional Phase I work was carried out, as described below, while some of the original scope (Phase I SAP) was deleted. They are described herein to document additional work requested and/or deemed necessary for the CDRP.

Subtask 1 – Additional Air Dispersion Modeling

- Evaluate the sensitivity of the air dispersion model results to different input parameters and receptor scenarios. Perform three additional sets of risk threshold calculations based the outcome of the modeling exercise using the most reliable input parameters.
- Use the model to develop high-resolution PM10 isopleths across an area that encompasses all receptors. Perform separate risk threshold calculations for six groups of receptors (e.g., recreational users of surrounding property) according to specific exposure scenarios. This allows estimation of an area of influence for impacts of PM10 and subsequent calculation of risk to a variety of receptors newly identified by SFPUC and potential additional receptors identified in the future. Based on this risk threshold calculation, develop a critical area of influence of the potential generation of asbestos dust from the Proposed Project Site.
- Two additional modeling runs and calculation of risk thresholds will be performed. (Note: One run was included in the original scope.)
- A Technical Memorandum describing the final model input and output values. Conclusions and comparisons of threshold concentrations and associated potential third-party exposure issues will be included for selection of the most appropriate modeling input data and assumptions. (Note: Risk analysis and modeling protocol are not required for permit applications. As such, preparation and submittal of modeling protocol to agencies and response to agency review comments on modeling protocol are not included in this task.)

Subtask 2 – Additional CEQA Compliance Support

- Continue to provide support to SFPUC and ETJV Consultants for NOA and metals issues for water supply.
- Per request form SFPUC, provide more extensive description of the issues related to NOA for water quality, hazards, disposal, and air quality in support of the CEQA review.
- In addition, suggest augmentation on impact evaluation and reconciliation of impact mitigations.
- Provide CEQA documents for inclusion through track changes of appropriate comments and suggestions.
- Provide revised sections of the PDEIR to include the description of the elements of the requirements for air and water quality protection, as well as worker protection for potential NOA-related activities.

Subtask 3 – Prepare Concrete/Asphalt Recycle/Reuse Options Technical Memoranda in Support of CEQA Analysis

- Review dam demolition operations to identify activities that generate concrete/asphalt requiring disposal.
- Develop options for recycle or reuse of concrete and asphalt derived from demolition of existing Calaveras Dam and appurtenances.
- Evaluate concrete/asphalt crushing and processing methods to prepare material for recycling or reuse.
- Prepare a technical Memorandum with estimate of concrete/asphalt volume currently planned for disposal and options for reuse or recycling, including costs for recycling options.

Subtask 4 – Prepare Water Quality Memorandum in Support of CEQA Analysis

- Examine historical water quality at Calaveras Reservoir and water quality objectives. Assessments will be based on information provided by the SFPUC Operations at SVWTP and the Water Quality Bureau.
- Examine potential water quality degradation from construction activities.
- Identify construction BMPs and treatment.
- Examine needs and extent for a Surface Water Monitoring Program (SWMP) for the operation of the reservoir, both during and after construction, for (1) monitoring; and (2) treatment system operations and maintenance (O&M) improvements.
- Examine the Sunol Valley Water Treatment Plant (SVWTP) facility and operations versus the potential treatment needs.
- Examine and develop program to address water quality related issues during and after construction of the CDRP.
- Prepare a technical Memorandum summarizing the assessment and proposed program to address water quality related issues during and after construction of the CDRP.

PHASE II – SCOPING

The overall objectives for Phase II Scoping are, as follows:

- Present NOA issues to negotiate requirements with the remaining regulatory approvals identified in the Phase I activities. (i.e., BAAQMD and Cal/OSHA, and RWQCB)
- Complete development of the design parameters required to meet the NOA related regulatory requirements, including those approved by the BAAQMD, Cal/OSHA, as well as RWQCB.

Task E.b.2 – Implementation of Sampling & Analysis Plan (SAP)

Budget = \$162,000

Objective

Collect and analyze soil and rock samples from the Proposed Project Site, in accordance with the SAP developed during Phase I.

Approach

- Sampling and analysis of rocks and soil will be used to characterize NOA and metals concentrations and distribution at the Proposed Project Site. These data will address RWQCB and BAAQMD requirements, and Cal/OSHA health and safety concerns.
- A total of 360 samples will be collected from the existing core boxes stored at the Proposed Project Site, pulverized, split, and finally composited into 130 samples. Samples will be analyzed in the field for metals using x-ray fluorescence (XRF) field analysis, and in the laboratory for asbestos using CARB 435/TEM methodology.
- Preparation of a NOA and Metals Evaluation Report.

Assumptions

- One meeting will be held with each RWQCB, BAAQMD and Cal/OSHA to discuss the results obtained from the sampling and analysis program presented in the NOA and Metals Evaluation Report.
- One round of review and comment on agency requests for information or comments.
- If necessary, a second phase of sampling and analysis using the elutriator method developed by Dr. Wayne Berman may need to be completed to provide support for additional air dispersion modeling, if required by BAAQMD or other regulatory agencies or if deemed necessary to meet internal requirements. The cost of this sampling is not included in this scope of work.

Deliverables

- One electronic interim draft (for SFPUC internal review), one hard copy draft and one final NOA and Metals Evaluation Report in accordance with the *Guidelines for NOA Evaluations*.

Task E.b.3 – BAAQMD and Cal/OSHA NOA-Related Requirements

Budget = \$169,000

Objective

Initiate applications for applicable permits from BAAQMD and Cal/OSHA for construction activities (tunneling, construction, and air quality) for NOA-related requirements at the Proposed Project Site. It is intended that the Holder Status of these permits will be transferred to the Contractors when appropriate.

Approach

The following process will be conducted:

- The BAAQMD requires that a permit be filed related to the control of asbestos containing airborne dust. A preliminary application that contains an Asbestos Dust Mitigation Plan (DMP) will be prepared and submitted to BAAQMD.
- The DMP will be based largely on the NOA and Metals Evaluation report (Task E.b.2 above).
- The DMP will include site maps showing routes, areas to be disturbed, stockpile areas, and other site features; a list of types of equipment to be used for various construction activities; descriptions of dust suppression measures for various construction activities; and a description of the proposed air monitoring program.
- The Comprehensive Air Monitoring Program is described in Task E.b.6 below.
- Cal/OSHA requires permits to be filed for both construction and tunneling and will also require specific certifications, licenses and notices be presented or filed prior to the start of work. These permit applications will incorporate findings from the NOA and Metals Evaluation Report (Task E.b.2 above).
- The construction permit requires preparation of site maps showing construction areas, areas to be disturbed that contain NOA, cross sections, control points for limiting access to work areas, and other information.
- A key component of the construction permit is a project Health and Safety Plan. Acceptable and prohibited work practices will be discussed and eventually included in the bid document specifications.
- The intake shaft of the dam, which is expected to be approximately 165 feet by 30 feet wide, along with the five distribution shafts, qualify as tunneling activity under Cal/OSHA guidelines and require that a permit be obtained from the Cal/OSHA Tunneling District Office located in Sacramento.
- The main items covered by permit include location and nature of proposed underground excavations and haulage-ways, types of diesel motors used in any air ventilated spaces, ventilation and gas testing plan, and tunnel specific hazards.
- The ventilation and gas testing plan will need to provide descriptions of blower requirements necessary to effect adequate flow rates and air exchanges per hour, redundant backup equipment, emissions monitoring equipment, gas concentration alarms, and "trip" conditions for and the types of feedback control sensors proposed.

- The plan for monitoring will need to be prepared by the Certified Tunnel Gas Tester.
- Other tunnel specific hazards such as noise and flooding will also need to be addressed.
- Negotiate specific terms and conditions associated with the work practices and site activities that may be imposed or considered by the two agencies.
- Prepare Memorandum of Understanding (MOU), or equivalent, with agencies to capture agreements on work practices and site activities.
- Define requirements of permits such that they may be incorporated into plans and specifications along with references to MOUs between the two agencies and the project as appropriate.
- After agency acceptance, transfer Permit Holder status to selected contractor.

Assumptions

- One meeting will be held with BAAQMD and two with Cal/OSHA. The SFPUC Compliance Management Team will prepare for and attend these meetings.
- Agency fees are not included in this cost estimate.

Deliverables

- Applicable electronic Interim Draft (for SFPUC internal review), and Draft Permit Applications for discussion and negotiation with the agencies. Draft Final Permit Applications would then be prepared that incorporate SFPUC and agencies comments.

Task E.b.4 – Water Quality Measures, SWPPP and 401/WDR Permit Support

Budget = \$133,000

Objective

Identify and obtain applicable requirements from RWQCB and Counties of Alameda and Santa Clara, as required, for storm water, groundwater, and other water controls to be implemented during construction activities at the Proposed Project Site. It is intended that the Holder Status of these permits will be transferred to the Contractors when appropriate.

In addition, URS will prepare a Water Quality Monitoring Plan (WQMP) to address potential issues arising from inundation of the Franciscan materials. This plan will inform the implementation of the SWPPP and onsite construction water treatment plan (OCWTP) to comply with the anticipated performance criteria determined to be feasible for implementation during construction, and will be based, at least in part, on the technical memo on the draft water quality memo provided by URS in December 2007. URS will also prepare the preliminary conceptual design recommendations for the contractor's water treatment BMPs.

As part of the above activities, URS will also provide permitting support to SFPUC and ETJV for the Section 401 Water Quality Certification and Waste Discharge Requirements (WDRs) under the RWQCB.

Approach

Historical water quality data indicate that disturbance of NOA-containing materials at the Proposed Project Site may result in short-term elevated asbestos concentrations in water that is piped to the SVWTP. In addition, the extraction of groundwater during construction may also contain asbestos and metals, and discharge of extracted groundwater will require permission to discharge. Sources and quantities of groundwater, stormwater and other construction related water and their potential impacts on water quality will be identified and assessed. Mitigation

measures and applicable treatment methods at, or before, SVWTP will be identified. For the SWPPP, the following process will be conducted:

- Evaluate project for activities that will generate water during construction, as well as those activities that will affect surface water quality in Calaveras Reservoir.
- Potentially collect additional samples (e.g., groundwater) required under the General Permit for groundwater extraction (see assumption below).
- Prepare three documents that address water quality during construction activities:
 - Draft and final WQMP based on URS's December 2007 technical memo regarding water quality.
 - Recommended water discharge standards and performance criteria.
 - Draft Storm Water Pollution Prevention Plan (SWPPP) based on new guidelines from the State Water Resources Control Board.

The action levels, trigger levels, and/or performance criteria may be inter-related due to the sources of water and potential discharges of the same at the Proposed Project Site. Recommendations for prevailing criteria will be provided.

- Prepare a draft OCWTP to supplement the implementation of BMPs under the SWPPP, and also prevent excess particulate and asbestos from reaching the Sunol Valley Water Treatment Plant (SVWTP). The OCWTP will include action and/or trigger levels, monitoring requirements, and sampling and analytical protocols, and recommended treatment BMPs in conceptual form. Note: Modifications to the SVWTP shall be considered during analysis, but are currently considered as secondary to onsite water treatment.
- Assess and develop preliminary design of water treatment facilities that may be required in order to meet anticipated water quality standards.
- The intent of the preliminary design is to examine if the anticipated discharge requirements can be practically achieved.
- While the permit requirements will still be included in the specifications and the contractor will be held to meeting such requirements, the preliminary design of the water treatment facilities may be included as non-binding guidelines or suggestions to assist the contractor with its planning and implementation of water treatment facilities.
- Identify modifications to current operations that may be required at SVWTP to address temporary elevated NOA and/or metals concentrations.
- Prepare Draft NOI, Draft SWPPP, and Draft and Final Draft OCWTP for RWQCB review.
- Transfer Holder Status of these permits to the Contractors when appropriate.

Assumptions

- Groundwater sampling reserve of \$25,000 is included, but may be revised depending on RWQCB requests. URS recommends meeting with the RWQCB prior to conducting any groundwater sampling to understand the number of samples and types of parameters that may be required.
- ETJV will take the lead in the obtaining of the 401 Water Quality Certification and WDRs from the RWQCB, and URS will provide support to ETJV and SFPUC.
- Information regarding water quality and water treatment methods at SVWTP will be made available to URS.

- One meeting will be held with RWQCB. The SFPUC Compliance Management Team will prepare for and attend these meetings with URS.
- Final NOI and SWPPP will be obtained by the Contractor selected by SFPUC.

Deliverables

- Interim draft (for internal SFPUC review), hard copy draft and final WQMP
- Interim draft (for internal SFPUC review), hard copy Draft and “Draft Final” NOI and SWPPP
- Technical Memorandum regarding water quality standards and performance criteria applicable to the CDRP
- Interim draft (for internal SFPUC review), hard copy draft and “draft final” OCWTP
- A technical memorandum summarizing the preliminary design of the water treatment facilities will be prepared. The TM will serve as the basis for input to the contract specifications.

Task E.b.5 – Excavated Materials Management Plan (EMMP)

Budget = \$30,000

Objective

Prepare an Excavated Materials Management Plan (EMMP) that will be approved by the RWQCB and will be used to guide the contractor as to management of potential NOA containing materials generated during construction and requiring onsite disposal.

Approach

- Evaluate project for activities that will generate excess soil and rock during construction which require onsite disposal.
- Provide requirements for segregation, soil stockpile management, placement of materials in stockpiles and disposal areas, and decontamination procedures.
- The approved EMMP will be incorporated by reference into the plans and specifications.

Assumptions

- One meeting or conference call will be held with RWQCB.
- One round of comment responses will be prepared.

Deliverables

- Interim draft (for internal SFPUC review), hard copy Draft and Final Excavated Materials Management Plan (EMMP)

Task E.b.6 – Preparation of Comprehensive Air Monitoring Program (CAMP)

Budget = \$85,000

Objective

Prepare a Comprehensive Air Monitoring Program (CAMP) that meets the BAAQMD requirements for potential NOA in air in the work place or in the vicinity of the Proposed Project Site.

Approach

The CAMP – a perimeter monitoring program – will consist of both fenceline and area-specific exposure monitoring. Fenceline perimeter monitoring is intended to provide monitoring data for

locations either at the property boundary or some distance short of the boundary, in directions upwind of potential receptors. Area-specific perimeter monitoring stations are established closer to the separate work areas and are intended to serve as a type of "sentry" station for airborne asbestos concentrations that might be migrating towards the fence line or other downwind location. In general, if area specific concentrations are below target values, it is likely that the fence line perimeter monitoring results should be even lower. The following approach will be used to develop the CAMP:

- Select Relevant Exposure Scenarios for Potential Offsite Receptors – In order to evaluate the potential offsite exposure to third parties during construction, sensitive receptor scenarios will be developed. These will include nearby receptors located within the potential area including recreationists, residents, and offsite workers.
- Select Air Monitoring Stations for Perimeter and Areas - Review existing air modeling results and consult topographic and geopolitical maps of the site to select a set of candidate air monitoring locations that will provide conservatively protective (relative to locations of sensitive receptors) estimates of airborne exposure concentrations attributable to project emissions in all major directions from the Proposed Project Site.
- Establish Background Air Quality – This requires a baseline air monitoring program of approximately one year prior to commencement of construction. Both perimeter and area-specific background concentrations of asbestos will be measured. This task will include an onsite meteorological station to link specific meteorological conditions to actual asbestos concentrations monitored. The cost of the baseline monitoring is included in Task E.b.9.
- Establish Suitable Target Monitoring Criteria – This will involve the review and interpretation of baseline monitoring data and local meteorological conditions at the onsite and offsite potential receptor locations. Current Department of Toxic Substances Control (DTSC) guidelines will be evaluated for perimeter monitoring. In addition, other risk-based trigger or action levels will be considered. The steps to evaluate these criteria are:
 - For each receptor to be protected by monitoring, evaluate existing modeling data to assess likelihood that proposed modeling will be fruitful in supporting an upward adjustment for trigger levels to be applied to site monitoring relative to target acceptable levels defined for each such receptor.
 - Calculate the ratio (dilution factor) of airborne concentrations monitored at the perimeter with corresponding concentrations at the locations of sensitive receptors. This step will be conducted by Wayne Berman if deemed necessary; as such the cost is not included in this scope.
 - If deemed necessary for the statistical simulation, a modeling effort suitable for linking the monitoring and receptor locations will be conducted. This will provide the input data to the statistical simulation conducted by Wayne Berman. This step will be conducted by URS. One AERMOD model run is included in this scope.
 - Review and interpret the baseline monitoring results (to account for background concentrations), as available

Note: Because the plan may need to be completed prior to completion of baseline monitoring, default trigger levels for monitoring may need to be initially incorporated into the plan. Such levels will be identified as "tentative" with an indication that they will be modified (using the procedure described herein), once the necessary data become available, but before the CDRP is initiated.

- Separately for both chrysotile and amphibole asbestos, to the extent that non-zero background concentrations are observed (during baseline monitoring) incorporate a modified strategy for setting trigger levels for monitoring to avoid futile attempts to protect against background while assuring that monitoring remains adequately protective of public health. Note, may need to negotiate strategy with overseeing regulatory agencies.
- Combine the results of criteria evaluation (including modeling/simulation results as necessary) to account for background to define trigger levels that are both health protective and practical.
- Prepare a Comprehensive Air Monitoring Program - The plan will include triggers (action levels) and their associated corrective actions, should monitoring results exceed established criteria and will also include benchmarks that will allow relaxing of monitoring requirements, if observed concentrations are substantially lower than anticipated. The plan will include the monitoring requirements, sampling protocols, laboratory selections, analytical requirements, and quality assurance/quality control requirements. A procedure for tracking the performance of dust suppression measures (based on asbestos monitoring) and potentially relaxing monitoring requirements will be incorporated in the plan. Agency review and approval is required. A draft and final plan will be prepared. One round of internal SFPUC comment responses followed by a second round of agency comment responses is included.
 Note: A procedure for selecting among pre-defined corrective actions to be implemented when trigger levels for monitoring are exceeded will be provided in the DMP.
- The approved CAMP will be incorporated by reference into the plans and specifications, in addition to the incorporation of specific actions deemed appropriate for direct incorporation into the plans and specifications.

Assumptions

- One meeting will be held with BAAQMD. One round of internal SFPUC comment response followed by a second round of review and comment on agency requests for information or comments is included.

Deliverables

- One interim draft (for internal SFPUC review), one hard copy draft and one final CAMP.

PHASE III – IMPLEMENTATION

The tasks for Phase III described below are intended to implement the approaches developed as part of Phases I and II.

Task E.b.7 – Design of Disposal Sites

Budget = \$25,000

Objective

Provide environmental support for design of onsite disposal sites to incorporate features/refinements to address NOA and metals issues, as required.

Approach

Work concurrently with the development of the 95% and 100% Design Plans and Specifications.

Assumptions

No client or agency meetings are required.

Deliverables

None.

Task E.b.8 – Integration of NOA-related Requirements into Plans and Specifications

Budget = \$50,000

Objective

Support the development 95% and 100% Design Plans and Specifications

Approach

The plans and specifications will be reviewed concurrently with the preparation of the documents in Phase II. It is anticipated that some modifications to the plans and specifications will occur based on the following Phase II document preparation:

- NOA and Metals Evaluation Report
- Draft SWPPP
- Final OCWTP
- Final EMMP
- BAAQMD and Cal/OSHA permits and MOUs
- Comprehensive Air Monitoring Program
- Permit List

While it would be ideal to work concurrently with the development of the 95% Design Plans and Specifications, the actual requirements will be generated after agency approvals have been secured. Therefore, placeholder language will be provided along with the 95% Design Plans and Specification package, as feasible. Subsequent modifications will be provided in the 100% Design Plans and Specification package as documents become available.

Deliverables

None.

Task E.b.9 – Implementation of the Baseline Portion of the Comprehensive Air Monitoring Plan (CAMP)

Budget = \$263,000

Objective

Collect and analyze air quality and meteorological data prior to construction that will serve as a baseline understanding of existing PM10, asbestos, and metals concentrations in air. This will provide a basis for subsequent perimeter and area air quality monitoring to be conducted under the CAMP during construction. Meteorological results from the baseline program will be used to establish site-specific wind direction, speed, ambient temperature and other meteorological parameters on an hourly basis over the course of one year. In a similar manner, results from the baseline monitoring of PM10, asbestos and metals will be used to estimate site-specific airborne concentrations of these constituents over the course of one year. These data will be used to assess potential pathways for airborne PM10, asbestos, and metals and locate appropriate sites for area-specific and perimeter asbestos monitoring stations.

- A meteorological station and approximately 15 air quality monitoring stations will be set up and operated for the baseline period (approximately one year prior to construction). There

will be 12 meteorological and 12 air quality monitoring events. The meteorologic station will be automated to collect hourly observations of local meteorological conditions, including wind speed, direction, and temperature. Power supply for the meteorological station is assumed to be readily available or provided by others. Power supply for the air quality monitoring stations will be provided by battery packs.

- Data retrieval, calibration, and routine maintenance will be performed at regular intervals throughout the baseline meteorological monitoring period.
- The samples will be submitted for laboratory analysis of PM10, asbestos, and metals. Metals analyses include chromium, cobalt, copper, nickel and arsenic.
- Analytical results from these samples will allow estimation of background airborne concentrations for each constituent (PM10, asbestos, metals) on an approximately monthly basis. Seasonal variations in background airborne concentrations of these constituents will provide a basis for evaluating contributions from subsequent construction activities.

Assumptions

- Baseline monitoring is assumed to be one year with 12 events conducted over that 12 month period.
- Electrical supply for the meteorological station will be provided by others. The cost for additional power supply is not included in this estimate.
- One meeting will be held with each BAAQMD and Cal/OSHA to discuss the results obtained from the sampling and analysis program.
- One round of review and comment on agency requests for information or comments
- Stations will be turned over to the SFPUC at NTP. This scope does not include restoration of stations.

Deliverables

- Quarterly meteorological reports will be prepared to summarize meteorological monitoring data.
- Preparation of a Baseline Air Monitoring Report.

Task Group E.c – Additional As-Needed Services

Budget = \$300,000 (allowance)

Due to the uncertainties associated with the environmental permitting, air and water quality issues related to NOA and metals, and other related activities, there may be additional services required that cannot be adequately scoped at this time. These services may include:

1. Cultural / archaeology resources surveys and recovery
2. Additional visual simulations for CEQA review
3. Additional data acquisition to fill data gaps for fisheries BA
4. Additional sensitive species / habitat surveys
5. Additional watershed design / permitting services
6. Additional analysis of soils / rock using the elutriator method

7. Additional AERMOD model run(s)
8. Additional baseline air sample collection and analysis
9. Other services as may be required but unforeseen at this time.

If any of the above services are required, a detailed scope of work and budget would be prepared and would not be implemented without written authorization of the SFPUC.

Agreement No. CS-716
CALAVERAS DAM REPLACEMENT PROJECT (CUW 37401)
Amendment No. 2 – Appendix B-2
Final Design, Environmental and Permitting Support Services

Summary

Task No.	Description	Budget
Task Group A – Project Management		
A13	Contractor Outreach Support Services	\$30,000
Task Group D – Design Package		
D4.1	Review and Assist Preparation of Division 0 and 1 Project Specifications	\$20,000
D5.1	95% Detailed Design – Coordination of Outlet Works Design	\$50,000
D6.1	Evaluate/Incorporate Permit Requirements	\$60,000
D10	(Not Used)	--
D11	Construction QA/QC Manual	\$20,000
D12	Watershed Facilities Design Services (Optional)	\$50,000
Task Group E.a – Environmental and Permitting Support Services		
E.a.1	GIS support for ETJV (transfers of updated files)	\$15,000
E.a.2	Visual simulation of Borrow Area B/Dam from EBRPD Sunol Reg. Wild.	\$10,000
E.a.3	Preconstruction Raptor Surveys and Bald Eagle Monitoring	\$80,000
E.a.4	Fisheries BA	\$67,000
E.a.5	Review public comments on DEIR and prepare responses as needed to support SFPUC BEM staff	\$40,000
E.a.6	Support for SFPUC BEM staff/ respond to agency and ETJV information requests	\$46,000
E.a.7	(Not Used)	--
E.a.8	Review draft permit conditions/permit applications and provide comments to SFPUC	\$25,000
E.a.9	Evaluation of mitigation feasibility/schedule constraints for mitigation (includes evaluation of proposed RWQCB BMPs/avoidance and minimization measures)	\$30,000

Task Group E.b – NOA Compliance Plan		
	NOA Compliance Plan – Phase I (additional)	
E.b.1	NOA Compliance Plan – Phase I (Net – see below)	\$140,000
	<i>Remaining Portion of Original Phase I Budget</i>	<i>\$180,000²</i>
	<i>Additional Air Dispersion Modeling</i>	<i>\$20,000</i>
	<i>Additional CEQA Compliance Support</i>	<i>\$35,000</i>
	<i>Prepare Concrete/Asphalt Recycle/Reuse Options</i>	<i>\$10,000</i>
	<i>Prepare Water Quality Memo</i>	<i>\$10,000</i>
	<i>Delete Implementation of Phase I SAP</i>	<i>(\$115,000)</i>
	NOA Compliance Plan – Phase II	
E.b.2	Implementation of SAP	\$162,000
E.b.3	BAAQMD and Cal/OSHA Requirements	\$169,000
E.b.4	Water Quality Measures and 401/WDR Permit Support	\$133,000
E.b.5	Prepare Excavated Materials Management Plan	\$30,000
E.b.6	Comprehensive Air Monitoring Program	\$85,000
	NOA Compliance Plan – Phase III	
E.b.7	Environmental Support for Design Refinements of Disposal Sites	\$25,000
E.b.8	Integration of NOA-related Requirements into Plans and Specifications	\$50,000
E.b.9	Baseline Air Monitoring (Implementation of a portion of the Comprehensive Air Monitoring Program)	\$263,000
Task Group E.c – Additional As-Needed Support Services (Optional)		
	As-Needed Support Services (Allowance)	\$300,000
	TOTAL	\$1,900,000

² This amount (\$180,000) represents 50% funding of the original estimated budget (\$360,000) for Task E5 authorized under Task Order 7.3.