

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

**Agreement between the City and County of San Francisco and
McMillen Jacobs Associates/Stantec, Joint Venture**

**PRO.0101 Tunnel Engineering Services for the
Folsom Area Stormwater Improvement Project**

This Agreement is made this 17th day of October, 2018, in the City and County of San Francisco ("City), State of California, by and between McMillen Jacobs Associates/Stantec, Joint Venture ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department," or "SFPUC") requires tunnel design and engineering support for the Folsom Area Stormwater Improvement Project, including but not limited to tunnel engineering, seismic analysis, hydraulic modeling, geotechnical and hazmat review, public outreach support, preparation of bid-ready plans and specifications, cost estimating, and scheduling; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Section 6.40 through a Request for Proposals ("RFP") issued on March 26, 2018, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement is 8%; and

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

WHEREAS, the City's Civil Service Commission approved Contract number 49868-17/18 on March 3, 2018;

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 18-0154 on September 25, 2018;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through the SFPUC.

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

1.4 "Contractor" or "Consultant" means McMillen Jacobs Associates/Stantec, Joint Venture.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on May 1, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

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

of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Seven Hundred Thousand Dollars (\$5,700,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

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

3.3.6 Getting paid for goods and/or services from the City.

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

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

3.3.7 Reserved. (Grant Funded Contracts)

3.3.8 Subcontractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f).

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

this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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

3.6 Payment of Prevailing Wages

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

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

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

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

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

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

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

consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

3.7 Apprentices

3.7.1 Contractor and its subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 10.20 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5 of the Labor Code) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

3.7.2 Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

3.7.3 Should Contractor fail to comply with the apprenticeship requirements of Labor Code section 1777.5, Contractor shall be subject to the penalties prescribed in Labor Code Section 1777.7. The interpretation and enforcement of Labor Code Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.7.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

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

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not

as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

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

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

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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

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

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

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

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR

INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

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

Article 7 Payment of Taxes

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

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

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

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

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

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a

custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue

Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
9.1	Ownership of Results		

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

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements.**

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 8% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

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

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

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

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

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

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this

Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

10.15 Reserved. (Public Access to Nonprofit Records and Meetings)

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

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To City: Paul Louie
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
PYLouie@sfgwater.org

To Contractor: John Kaplin
McMillen Jacobs Associates/Stantec, Joint Venture
49 Stevenson 3rd Floor
San Francisco, CA 94105
kaplin@mcmjac.com

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including

but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing purchase orders, the RFP, and Contractor's proposal dated May 4, 2018. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing purchase orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 **Reserved.**

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

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

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall

exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 **Reserved. (Payment Card Industry (“PCI”) Requirements.)**

13.3 **Reserved. (Business Associate Agreement)**

Article 14 MacBride And Signature

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

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

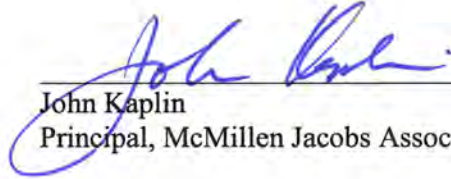
CITY

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint Venture



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



John Kaplin
Principal, McMillen Jacobs Associates

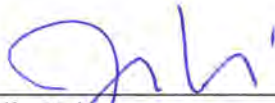
Approved as to Form:

Dennis J. Herrera
City Attorney



David S. Harrison
Regional Business Leader, Stantec

By:



Julie Veit
Deputy City Attorney

Supplier ID: 0000037192

Appendices

- A: Scope of Services
- B: Calculation of Charges

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

CITY

CONTRACTOR

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

McMillen Jacobs Associates/Stantec, Joint
Venture

John Kaplin
Principal

Supplier ID: 0000017963

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Julie Veit
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A Scope of Services

I. Description of Services. Contractor agrees to perform the following Services:

Tunnel design services for the Folsom Area Stormwater Improvement Project, including tunnel engineering (i.e., evaluations, analyses, calculations, and design reports); seismic analysis; advanced hydraulic numerical modeling (e.g. computational fluid dynamics analysis); geotechnical & hazmat reviews (i.e., studies, investigations, laboratory testing and reports); public outreach support; bid-ready plans and specifications; cost estimates; design and construction schedules; reports and references to be included in bid documents and schedules; other services and documents required for preparing a complete set of contract documents.

TASK 1. MANAGEMENT AND COORDINATION

Contractor shall provide coordination for keeping project participants informed of progress, technical issues, and planned activities and events. Project participants include SFPUC staff in project management, engineering, planning and public outreach; independent experts; and other parties such as public agencies, affected property owners, contractors, and other consultants. For scheduling of design phase activities, Contractor should include three weeks for SFPUC review of each Contractor deliverable, unless otherwise noted.

Contractor shall perform the following coordination activities, including but not limited to:

1.1. Based on the Project Approach, Coordination and Control, the Tasks and the Overhead and Profit Schedule submitted with the proposal, Contractor shall prepare Draft Project Management Plan & Draft Engineering Work Plan within three (3) weeks following NTP for review and acceptance by the SFPUC. City will have three (3) weeks to return comments and Contractor will have one (1) week to incorporate the comments. Contractor shall submit the Final Project Management Plan & Final Engineering Work Plan, including any updates or revisions, including all applicable comments within seven (7) weeks of the NTP. The Work Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan should include the following information:

- 1.1.1 Project Team organization and responsibility;
- 1.1.2 Contractor's Contract administration procedures;
- 1.1.3 Cost and schedule control procedures;
- 1.1.4 List of tasks and corresponding staff and budget;
- 1.1.4 Detailed Critical Path Method (CPM) design schedule of tasks, milestones and deliverable due dates;

- 1.1.5 File management and coordination guidelines to allow integration with project team members within SFPUC, consultant firms, agencies and others; and
- 1.1.7 Detailed change control procedures to be in place no later than the 35% design level to track and control changes during design development particularly those impacting the project schedule and construction cost estimate. Schedule and construction cost impacts shall be identified and communicated to the SFPUC in a timely fashion.
- 1.2. Contractor shall prepare for and conduct project kick-off meeting to review tasks, milestones, roles, and communication and coordination processes. Management & Engineering Work Plan will be discussed during orientation meeting.
- 1.3. Contractor shall prepare for and attend coordination bi-weekly progress meetings until delivery of the final design package. Assume two (2) hours per meeting between SFPUC staff and two (2) senior project staff from the Contractor.
- 1.4. Contractor shall prepare and make a presentation to, or lead a workshop for, the SFPUC of the design and cost estimate at the 35%, 65%, and 95% deliverable milestones. Each workshop shall be half day and shall be coordinated between the Contractor and SFPUC. Provide a copy of meeting minutes documenting key decisions and action items. SFPUC will consider alternative means of communications and coordination such as project web sites, email, or other methods to enhance efficiency of information dissemination, decision-making, documentation, and coordination, however, key presenters must be present at workshops. The Contractor may be required to lead these workshops.
- 1.5. Contractor shall aid SFPUC in preparing for and presenting to Technical Steering Committee (TSC), Management Oversight Committee (MOC), Technical Advisory Panel (TAP), and/or other internal approval milestone meetings at the 35%, 65%, 95%, and 100% deliverable milestones. Contractor shall not include costs to pay TAP members for work on this Project. Provide a copy of meeting minutes documenting key decisions and action items.
- 1.6. Contractor shall coordinate, document and disseminate responses to review comments on reports, memoranda, project documents and other work products.
- 1.7. Contractor shall submit monthly progress reports, with highlights of work achievements during the past month, and work planned and important milestones for the upcoming month. Also for each task provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; and (3) summary of current expenditures (man-hours, expenditure, and percent of task budget expended). The report

shall identify any issues or scope changes that may affect overall cost and/or schedule of design and/or construction.

- 1.8. Contractor shall maintain project files including all plans, reports, correspondence, calculations, review comments received on deliverables with corresponding responses, and other documents pertaining to the design. A fully collated, organized, indexed set of copies shall be transferred to the SFPUC within 20 working days of the 100% design completion, including copies of documents already passed to SFPUC during the assignment. Digital copies shall be kept on SFPUC's SharePoint site. All documents shall be fully checked and signed off in accordance with the Quality Assurance and Quality Control (QA/QC) procedures.

Deliverables:

- Draft Project Management Plan and Engineering Work Plan, six (6) hard copies and one copy in digital format, within three (3) weeks from NTP.
- Updates to, Revisions to, and Final Project Management Plan and Engineering Work Plan, six (6) hard copies and one (1) copy in digital format, within seven (7) weeks from NTP.
- Meeting minutes for project meetings and workshops, one (1) copy in digital format.
- Presentation material for Technical Steering Committee (TSC), Management Oversight Committee (MOC), and/or other internal approval milestone meetings.
- Monthly Progress Reports, one (1) copy in digital format, within five (5) working days after the end of each month, complying with SFPUC staff addition, invoicing and progress payment procedures.
- Monthly invoices, three (3) hard copies, in accordance with City requirements.
- Project correspondence, calculations, and other project records, one (1) hard copy and one (1) digital copy within 20 working days of the 100% design completion.
- Responses to review comments, one copy in digital format.

TASK 2. QUALITY ASSURANCE/QUALITY CONTROL

- 2.1. Prepare QA Plan - The Contractor shall prepare and submit a Draft QA Plan within four (4) weeks following NTP, for review and acceptance by the City. Contractor shall submit the Final QA Plan incorporating all applicable comments within three (3) weeks after receipt of City comments. The QA Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:

- 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;

2.2.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives.

2.2. Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, Contractor shall conduct internal QA prior to presenting deliverables to the City. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design. Establish QA procedures for successfully interfacing the planning and design with subconsultants and City personnel.

2.3. Prepare QC Plan - The Contractor shall prepare and submit a Draft QC Plan within four (4) weeks following NTP, for review and acceptance by the City. Contractor shall submit the Final QC Plan incorporating all applicable comments within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:

2.3.1 Operational techniques and individual activities that focus on controlling or regulating the design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.

2.3.2 Procedures for reviewing, distributing, checking, backchecking, tracking, controlling, and cataloguing all documents;

2.3.3 Procedures for resolving review comments; and

2.3.4 Procedures for coordinating with the City project team and any independent Technical Advisory Panel and Value Engineering Panel, with input and direction from City staff.

2.4. Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, Contractor shall conduct internal QC prior to presenting deliverables to the City. Established QC procedures, to be employed by all team

members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design.

Deliverables:

- Draft QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within four (4) weeks from NTP.
- Final QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within three (3) weeks from receipt of City comments.

TASK 3. REVIEW BACKGROUND INFORMATION

3.1. This task shall include the review of relevant project documents. At a minimum, the Contractor shall review the following:

- Folsom Area Stormwater Improvement Project – Needs Assessment and Alternatives Analysis Report
- General Location Map
- SFPUC General Seismic Requirements
- SFPUC Infrastructure Division Project Design Procedures, including but not limited to:
 - PD 1.04 Engineering Work Plans and Budgets for Planning and Design
 - PD 1.05 Drafting Standards
 - PD 1.06 Engineering Design Standards
 - PD 1.08 Engineering & Operations Design Interface & Coordination
 - PD 1.10 Construction Cost Estimating
 - PD 1.11 Design Progress Reporting
 - PD 2.04 Design Criteria
 - PD 3.01 Engineering Calculations
 - PD 3.02 Engineering Drawings
 - PD 3.03 Project Specifications
 - PD 3.05 Project Design Review Checklists
 - PD 3.06 Security and Coordination Development
 - PD 3.07 Corrosion Control
 - PD 3.08 Safety in Design
 - PD 4.02 Addendum to Advertised Contract
 - PD 4.03 Engineering Support During Bid Evaluation
 - PD 4.04 Engineering Support During Construction
 - PD 4.05 As-Built CAD Drawings
 - PD 5.01 Basics of Quality Control
 - PD 5.03 Technical Advisory Panels (TAPs)

- PD 5.04 Value Engineering
- PD 5.05 Design Reviews
- PD 5.07 Formal Design Review Presentation
- PM 5.03 Schedule Development and Control
- PM 5.07 Monthly Progress Meetings
- PM 6.01 Quality Assurance Program
- PM 6.02 Quality Assurance Audits
- Relevant record drawings of Division Street Box Projects
- Relevant record drawings of Channel Outfall Consolidation Project
- Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from SFDBI, SFPUC and SFPW libraries, as well as from other public/private projects/entities.
- Record drawings for other facilities located in close proximity to this project, including but limited to, CalTrans, Caltrain ROW (right-of-way) crossing, Berry Street sewer, etc.
- General Plan, Zoning, Community Plan, and other applicable plans and environmental documents.

Additional materials suggested for review include, but are not limited to, surveying data; aerial photos; topographic maps; ROW maps; impact avoidance and mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies. Site reconnaissance and verification of existing site conditions and existing facilities/utilities may be conducted by request of the Contractor. Site entry must be coordinated through the Project Manager or Project Engineer.

After completing the review of all background information, the Contractor shall prepare a technical memorandum verifying the feasibility of the proposed design concept and identify any data gaps that must be completed prior to the commencement of the design of the Folsom Area Stormwater Improvement Project and related connections and facilities.

Deliverables:

- Draft and Final Technical memorandum confirming the adequacy and feasibility of the proposed design concept presented in the above documentation; identifying any data gaps that must be completed prior to the design of the tunnel; and presenting a schedule for recovery of the data gaps. This should be completed prior to finalizing a field geotechnical program.
- Draft Summary of Existing Geotechnical Data Report that compiles available geotechnical information, soil stratigraphy and soil property information. This will eventually become part of the Geotechnical Data Report (GDR).

TASK 4. DEVELOP SUPPLEMENTAL INFORMATION

Contractor shall perform the following under this task:

- 4.1. Visit site to verify existing field conditions.
- 4.2. Obtain information on location of existing and proposed utilities and facilities, as needed for preparation of tunnel facilities background/contract drawings for construction bidding, by performing potholing work as needed to verify location of utilities and facilities that may conflict with tunnel facilities. All underground critical utility information identified through potholing work shall be recorded on a utility plan and on appropriate drawings, including requirements for additional research by the construction Contractor. The utility search and conflict resolution shall be coordinated with the applicable agencies and owners through the City and shall generally be in accordance with American Society of Civil Engineers (ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). Contractor shall provide design for any required relocation of utilities or facilities.

Contractor shall re-evaluate proposed design and configurations based on any new utility findings, taking into account previous hydraulic analysis, to verify satisfactory performance.

- 4.3. Coordinate with local agencies, private owners and utilities through City representatives for surveying and utility location work. Aid SFPUC in obtaining access and/or environmental permits required to accomplish task by completing and processing permit applications, and by providing technical support, as needed, to secure these permits. Any costs for permits will be reimbursed back to the Contractor with proper receipts/documentations via progress payments.

Deliverables:

- Utilities and Facilities Coordination Information. Prepare and submit one hard copy and one electronic copy of a memorandum summarizing the results of utility and facility location work. The memorandum, and accompanying documents, should record information on utilities and facilities that may conflict with the tunnel facilities. It should identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities. Provide electronic and hard copies of potholing information including summary information and detailed field data.
- Technical Memo summarizing any recommended changes to construction method and/or tunnel alignment based on information provided. Provide six (6) hard copies and one (1) copy in digital format prior to 35% design phase.

**TASK 5. SEISMIC, GEOTECHNICAL & HAZARDOUS MATERIALS
INVESTIGATION AND SITE CHARACTERIZATION**

Contractor shall define and implement, with the City's input, a geotechnical investigation and site characterization program to determine required design parameters and to assess ground and groundwater conditions for the Project to the extent necessary to reduce uncertainty to a level that is sufficient for design. Contractor shall provide proposed delivery schedule for all deliverables. The program shall take into account any previous work, investigations, and input from the City's geotechnical engineer to determine the number of tests and samples required before commencing the work. The geotechnical investigation and site characterization program for the Project, including City/other agencies ROW, shall include, but not be limited to, the following:

- 5.1. Site exploration including, but not limited to, all necessary drilling and sampling boreholes and rock cores, test pits, cone penetration tests, sampling for soil and groundwater corrosivity tests, sampling for presence of hazardous materials in soil, rock, and groundwater, seismic refraction survey, and installation of groundwater observation wells. Site services shall also include in-situ testing and monitoring including, but not limited to, all necessary groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, downhole logging, hydraulic conductivity testing, and disposal of spoils.
- 5.2. Laboratory testing including, but not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil, rock, and groundwater handling and disposal requirements and to assess the nature and extent of hazardous gases.
- 5.3. Assessment of seismic engineering properties including in-situ downhole or cross-hole testing as required. Task shall also include using multi-methods to derive soil strength profiles to satisfy any SSI numerical modeling requirements for Project, providing site-specific measurements of V_s and V_p (soil shear and P-wave velocities) for any required SSI analysis for Project, and deeper borings to rock to get required information for any SSI analysis for Project, as deemed necessary by the Contractor and the City.
- 5.4. Develop and conduct a specific study to assess mechanized excavation by tunnel boring machine, or other trenchless operation methods as well as any appropriate open cut operation for the Project. The study shall include appropriate laboratory testing of the materials for any type of mechanized excavation method considered by the Contractor. Other than laboratory testing, the results of the study shall be presented in a technical memorandum that will not be incorporated as a bid document.

Deliverables:

Provide the deliverables described below. There will be City Geotechnical and Environmental Staff who will provide oversight on this task in addition to Contractor's own QA/QC process as dictated in Task 2, but overall responsibility of this task remains with the Contractor.

- Draft and Final Geotechnical & Hazardous Materials Investigation and Site Characterization Work Plan: The plan shall describe the supplemental geotechnical and hazardous materials investigation and site characterization program. The plan shall describe the needs for the analyses and design for the various structures and how the corresponding field and laboratory information will provide the input for those needs. Applicable portions of the plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. Environmental review, studies, and investigations include and are not limited to studying and summarizing files on past environmental and groundwater investigations, environmental and geotechnical records of Department of Toxic Substances Control and other regulatory agencies. This work plan shall be reviewed and accepted by the SFPUC prior to proceeding with the program work. Provide six (6) hard copies and one (1) electronic copy of draft and final plans.
- Draft and Final Geotechnical and Hazardous Materials Investigation Data Report (GDR): The report shall provide factual data and information obtained from the geotechnical and hazmat investigation efforts. Provide six (6) hard copies and one (1) electronic copy of draft report. Provide eight (8) hard copies and one (1) electronic copy of final report.
- Draft and Final Seismicity Report: The report shall document site specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction, lateral spreading, and any other possible ground failure modes; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on any lining; equivalent linear and nonlinear site response analysis (SRA); and risk assessment related to ability of tunnel facility to remain operational after design-level seismic event. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.
- Draft and Final SSI Report for Tunnel: The report shall summarize the soil-structure interaction analysis plan, which should be submitted for approval prior to commencing SSI work; the rationale for the proposed analysis procedure, necessary background information, software tools to be used such as PLAXIS, FLAC or LS-DYNA, and the analysis results. Provide six (6) hard copies and one (1) electronic copy of draft and final reports. This report may be combined with the Tunnel Design Report under Task 8.
- Draft and Final Technical Memorandum on Mechanized Excavation: The memorandum should evaluate mechanized excavation methods considered by Contractor and provide recommendations as to the types of construction methods that will be allowed or excluded for tunnel construction. The memorandum shall also address any need for soil stabilization. Provide six (6) hard copies and one (1) electronic copy of draft and final memorandum.

- Draft and Final Geotechnical Interpretive Report (GIR) and/or Geotechnical Design Memorandum (GDM): This report shall provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on tunnel and associated infrastructure; and risk assessment related to ability of tunnel and facilities to remain operational after a design-level seismic event. Furthermore, geotechnical recommendations shall be provided for design of Project, including tunnels, shafts, cut-and-cover sewer work, shallow and deep foundations, excavation compaction, grading and sub-grade preparation. Provide six (6) hard copies and one (1) text-searchable electronic copy of draft and final GIR. Submit draft with submittal of 65% plans, specifications, and construction cost estimates.
- Draft and Final Hazardous Materials Assessment, including Environmental Site Assessment Phase I and II: This assessment report shall provide estimated locations of soils and groundwater containing hazardous constituents. The report shall provide information for developing methods and locating sites for handling, treatment, storage and disposal of excavated materials. The report shall be used for design of materials management on the project, including preparation of contract specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated soils and groundwater. The report shall provide information on the presence of hazardous gases and materials. Provide six (6) hard copies and one (1) electronic copy of draft and final assessment report.
- Other Reports: Other reports may be requested dependent on geotechnical evaluations and recommendations. Such reports may address settlement estimates and monitoring or other measures identified by Contractor or SFPUC.
- All Final Geotechnical and Hazardous Materials Investigation data and reports shall be made available for construction bidder's review during construction advertisement for bidding purpose.

TASK 6. PERMITS AND AGREEMENTS

- 6.1. Contractor shall obtain access or environmental permits required for fieldwork associated with Task 5, and obtain or assist in obtaining permits and approvals necessary for project implementation, including land acquisition. Contractor shall complete and process permit applications, and provide technical support as needed to secure permits. Permits will require compliance with State and Federal Endangered Species Act and the National Historic Preservation Act, Section 106. Contractor shall perform fieldwork in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines published by the SFPUC Land and Resource Management Section.

Approvals and permits that could be required include, but are not limited to:

<u>Entities/Agencies</u>	<u>City</u>	<u>Contractor</u>
PCJPB (Caltrain)	•	X
Caltrans	•	X
Bay Conservation Development Committee (BCDC)	X	•
Union Pacific Railroad	•	X
US Army Corps of Engineers	X	•
California High-Speed Rail Authority	•	X
CEQA	X	•
Regional Water Quality Control Board	X	•
California Fish and Game	X	•
US Fish and Wildlife Service and National Marine Fisheries Service	X	•
State Lands Commission	X	•
San Francisco Department of Public Health	X	•
CAL-OSHA Tunneling and Mining	•	X
Department of Toxic Substances Control (DTSC)	•	X
San Francisco City Planning and Building Inspection	X	•
San Francisco Arts Commission	X	•
Private Property Owners	X	•
San Francisco Municipal Transportation Agency	X	•

X Indicates Lead Responsible Party

• Indicates Supporting Party

This task also includes incorporating mitigation measures into the design documents to mitigate impacts to affected property owners and agencies and assisting SFPUC to securing agreements with the affected parties prior to construction bidding phase.

Deliverables:

- Copies of all approved permits and approvals timely obtained by Contractor.

TASK 7. ADVANCED HYDRAULIC NUMERICAL MODELING

7.1. Contractor shall perform computational flow dynamic (CFD) modeling of Project to evaluate any occurrences of surface bores and other surge-related phenomena that can

potentially occur due to rapid filling of the tunnel and other hydraulically connected infrastructure in the project vicinity. Additionally, the CFD modeling will evaluate system air flow, including transient air surge and requirements for venting. Based on the findings, CFD modeling may be used for the sizing of drop structures, tunnel shafts and venting structures. Modeling shall include tunnel element, connection points, and all appropriate infrastructure within appropriate modeling boundaries. Model runs shall include SFPUC's LOS storm, as well as two additional hydraulic or hydrologic scenarios to be selected by SFPUC staff.

TASK 8. TUNNEL ENGINEERING DESIGN & DESIGN SUPPORT TO CITY STAFF

Contractor shall perform the following under this task:

Contractor shall establish design criteria and provide engineering design, environmental mitigation, contract documents, and cost estimates for a complete detail design construction advertising package for tunnel facilities including tunnel shafts, shoring, tunnel, liner pipeline, waterproofing, temporary sewer facilities required to build project without affecting current operations, all connections between temporary shaft and tunnel, and all connections between permanent structures and tunnel. Contractor shall determine the distance along all box and sewer structures from all tunnel connection points that may be seismically impacted, and provide design recommendations for these segments. Design under this task also includes necessary soil stabilization methods (i.e. jet grouting) to existing surface facilities (i.e. 101 Freeway, Caltrain Railroad services, etc.), and trench support and pile cutting criteria contract language for Project. Contractor shall prepare work products including design reports, contract plans, specifications, cost estimates, and construction schedules. The tunnel design is to be developed to meet the seismic provisions as per SFPUC General Seismic Requirements and per direction of SFPUC. Contractor shall evaluate constructability of the recommended tunnel diameter based on the conditions of the proposed alignment.

- 8.1. Contractor shall submit preliminary and final design reports by the end of the 35% and 95% Design Phase; respectively. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports will include, but not be limited to: design criteria, tunnel alignment, shaft locations, drop type, muck disposal, tunnel and shaft groundwater control and disposal, tunnel and shaft construction methods, initial tunnel support, type of liner pipeline (including its durability), waterproofing, ancillary facilities, operation and maintenance issues related to design (including tunnel dewatering), independent assessment of ability of tunnel design to meet seismic provisions, construction traffic impacts, power and other utility requirements, access road alignments, staging area requirements, instrumentation

plans, design calculations, internal hydraulic pressure information provided by SFPUC, constructability, corrosion protection, construction cost estimates, and construction schedules. Detailed evaluation of potential impact on adjacent structures should also be included and the use of empirical and numerical analysis tools that will be used for the evaluation will be described.

- 8.2. Contractor shall prepare plans and specifications for all tunnel facilities at approximately 35%, 65%, 95% and 100% levels of completion. Contractor shall prepare plans and specifications in a format as specified by City. For each submittal, Contractor shall provide written responses to City review comments and incorporate appropriate changes to plans and specifications based on review comments. In this Agreement, "plans and specifications" is used synonymously with "contract documents." Contractor shall work with City staff to complete preparation of Special Provisions, and Divisions 0 and 1 of the project specifications including, but not limited to, providing technical project requirements, schedule requirements and constraints, hazmat mitigation specifications, and incorporating all applicable environmental mitigation requirements. Contract drawings shall be in a format as specified by City.
- 8.3. Contractor shall work with City staff to complete preparation of Special Provisions, and Division 0 and 1 of the project specifications, as they pertain to hazardous materials including, but not limited to, providing technical project requirements, schedule requirements and constraints, and mitigation specifications. Contract drawings shall be in a format as designated by the City.
- 8.4. Contractor shall prepare construction cost estimates (based on City's latest format) at 35%, 65%, 95% and 100% levels of design completion. The 35% cost estimate submittal shall be a Class 4 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The 65% cost estimate submittal shall be a Class 3 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The final cost estimate shall be a Class 1 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. Contractor shall provide construction schedules (in latest SFPUC standard software) at 35, 65 and 95 percent levels of design completion, showing major milestones and activities. The schedule shall be a reasonable representation of an average contractor's plan of operation to complete the work. The schedule shall utilize the precedence diagramming method of network analysis and show a single critical path. The schedule and network diagram shall include, but not limited to, the following activities:
- Acquisition of key permits

- Major equipment procurement
- Major submittal review activities with Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with at least two review cycles at two weeks to review and two weeks to resubmit
- Construction work activities
- Milestones and scheduling constraints
- Allow time for the contractor's equipment start-up and testing, material fabrication, mobilization, closeout, and demobilization.
- Required coordination activities by City-resources
- Other activities that a contractor would perform

The schedule shall clearly show predecessors and successors, start/finish dates based on an SFPUC-determined "notice-to-proceed" date. It shall also show City holidays and other non-work days (i.e. anticipated moratoriums, special events, etc.).

On a separate document, each activity shall be cross-referenced with a narrative description. Each activity shall also be referenced to an estimated cost and the resources used. The narrative shall describe the work in the activity and explain/justify the estimated cost, resources, and duration.

- 8.5. Contractor shall prepare a Technical Memorandum on Mechanized Excavation and Shoring Systems to evaluate mechanized excavation and shoring methods and determine their feasibility and suitability for Project. Contractor shall provide recommendations as to the types of construction methods that will be allowed and excluded for the Project. The memorandum shall also address any need for soil stabilization.
- 8.6. Summary Report on Hazardous Material Mitigation. Contractor shall prepare the report and identify potential hazardous material impacts and the respective mitigation measures in the operation to mitigate soil, rock, and groundwater contamination and remediation at contaminated sites where the tunnel may pass through.
- 8.7. Risk Assessment. Contractor shall identify areas of the design that carry risk during construction and conduct workshops at 35% and 95% design for Project. Contractor shall identify and quantify probabilities and consequences of these risks and determine appropriate mitigation measures. A risk register documenting these risks shall be prepared by 65% design and updated at 95% design phases.

City staff and independent third party reviewers will perform review of work products. For review comments provided by City, Contractor shall maintain a spreadsheet with responses indicating how the comments were addressed.

Contractor shall provide the deliverables described below. For design reports provide draft and final versions. Design phase information may be provided in different formats than described below if approved by the City. Contractor must present a budget for optional services for SFPUC approval to address unforeseen needs and conditions.

Deliverables:

- Design Reports: Provide six (6) hard copies of preliminary and final design reports, and one (1) electronic version.
- Design Criteria Report: Provide six (6) hard copies of preliminary and final design criteria reports per SFPUC Design Procedures PD2.04.
- Plans and Specifications: Provide plans and specifications for all design elements that the Contractor is responsible for at approximately 35%, 65%, 95% and 100% levels of completion. Plans and specifications shall be prepared in compliance with standard City procedures following the CSI MasterFormat. For each submittal, provide written responses to City review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Contractor. In this Agreement, "plans and specifications" is used synonymously with "contract documents". Provide thirty (30)-half size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy for plans. Provide one (1) electronic copy of the 100 percent submittal in both Adobe Acrobat .pdf and native formats. Electronic copy shall include full size drawings set for stamp & signatures in AutoDesk .dwg format, and contract specifications in Microsoft Word .docx format.
- Construction Cost Estimates, Schedules and Technical Memorandum: Provide construction cost estimates at 35, 65, 95 and 100 percent levels of design completion. Provide construction schedules at 35, 65 and 95 percent levels of design completion, showing major milestones and activities.
- Draft and Final Technical Memoranda on Mechanized Excavation and Shoring: Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final memoranda.
- Draft and Final Geotechnical Baseline Report (GBR): Prepare geotechnical reports in accordance with the American Society of Civil Engineers (ASCE) document entitled "Geotechnical Baseline Reports for Underground Construction" dated 2007 or most recent edition. This report is to provide baseline information to be used in preparation of construction bids. Provide six (6) hard copies and one (1) electronic copy of draft and final GBR. Submit draft with submittal of 65% plans, specifications and construction cost estimates.
- Draft and Final Summary Report on Hazardous Material Measures of Tunnel Design: This report is to provide sufficient information on presence of hazardous material and disposal or remediation measures of the tunnel design and operation to lead regulatory agencies on sites where environmental site cleanup is required and the tunnel will pass through for review and comments. The report shall identify potential hazardous material impacts and the respective mitigation measures of the tunnel design and operation to the soil and groundwater contamination and remediation at sites where the tunnel passes

through. Provide six (6) hard copies and one (1) electronic copy of the draft report. Provide six (6) hard copies and one (1) electronic copy of the final report.

- Risk Workshop and Draft and Final Risk Assessment Register Technical Memorandum and Matrix Table: Conduct two (2) one-day workshops to review risks with key stakeholders at 35% and 95% design for Project. Provide ten (10) hardcopies and one (1) electronic copy of draft and final technical memorandum and matrix table. Risk register and matrix table shall be prepared by 65% design and updated at 95% design phases. This document is subject to review, comment, and revisions by City Staff and a Construction Management consultant.

TASK 9. TECHNOLOGY TRANSFER/CROSS TRAINING

- 9.1. Contractor shall conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City during the Design Phase, potential training topics may include but not be limited to the following: tunnel safety, maintenance and rehabilitation strategies for tunnels, construction management of tunnel projects, pipeline fault crossing design, retrofitting of portals and pipelines for seismic hazards, geotechnical considerations related to rock or mixed soil tunnel design, tunnel lining design, tunneling methodology and shaft construction, alternative tunnel portal designs.

Services that Contractor shall provide under this task include preparing, coordinating and providing training sessions, both in the field and in the office. These training sessions (field visits and in-office seminars at SFPUC Headquarters) shall be independent of the other workshops held for this project, other services provided for other tasks, and any marketing efforts by the Contractor. Sessions shall be technical in nature, tailored to the specific audience, non-branded, and shall make efficient use of materials developed under other tasks in this scope of services.

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

TASK 10. COMMUNICATION AND PUBLIC OUTREACH

- 10.1. Contractor shall provide assistance for public participation and public outreach activities (three [3] public meetings) in support of the detailed design of the Folsom Area Stormwater Improvement Project. These include, but are not limited to the following types of activities:

- Assistance with Collateral Material. Assist City staff in creating illustrative displays, videos, and other collateral material for distribution and to support public meetings as related to the design work being performed.
- Public Presentations. Attend and present at public forums about the Folsom Area Stormwater Improvement Project specific to the tunneling engineering and hazmat aspects of this project.
- Assist SFPUC with tunneling contractor outreach.
- Other outreach services as needed.

Such communication and public outreach activities include evening and/or weekend community meetings.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$100,000 for this task.

TASK 11. SSI ANALYSES FOR THE REMAINDER OF THE PROJECT

11.1. Contractor shall perform soil-structure interaction analyses, as directed by the City, for the remainder of the Project (i.e., for the cut-and-cover elements and permanent structures), only as directed by the City.

Deliverables:

- Detailed SSI Analysis Plan for the remainder of the Project based on the understanding of the structure and site conditions, subject to review and approval by the City. The plan shall include a description of software tools to be used, such as PLAXIS, FLAC or LS-DYNA. Provide six (6) hard copies and one (1) electronic copy of the SSI Analysis Plan.
- Early Stage Analysis Report for the remainder of the Project to include soil properties selection for analysis input and evaluation for performance of structures under seismic and static loads. The report is subject to review and approval by the City. Provide six (6) hard copies and one (1) electronic copy of Early Stage Analysis Report.
- Final SSI Report for the remainder of the Project to summarize the analysis results, necessary background information for the elements including, but not limited to, the cut-and-cover elements, permanent structures, and the joints between tunnel and shafts/boxes. The report is subject to review by the City. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.

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

*The following tasks are **optional**. Work on these tasks shall not be initiated without prior authorization from the SFPUC, and amendment of the contract as applicable. Note that the “not-to-exceed” amount for the Agreement does not include funds for these optional services.*

TASK 12. BID PHASE SERVICES – OPTIONAL

12.1. Contractor shall provide engineering support services during the bidding period, including: attending and making a presentation at a pre-bid conference, responding to questions as directed by the SFPUC Project Engineer, taking notes on questions that may arise, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting SFPUC in the analysis and evaluation of bids, and reviewing product substitutions.

Deliverables:

- Written responses to bidder inquiries.
- Addenda to contract drawings and specifications. Provide written addenda and related drawing revisions. Written addenda shall be in Microsoft .docx format, and drawing revisions shall be in Adobe .pdf format, AutoDesk .dwg format, and signed and stamped paper copy. Transmission of electronic files shall be by SharePoint or other method acceptable to SFPUC, and no information shall be transmitted to bidders without SFPUC consent.

Bid Phase Services may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

TASK 13. PROVIDE ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION – OPTIONAL

13.1. Contractor shall provide engineering support to SFPUC during construction phase. This includes but is not limited to the following:

- Review and provide written responses to shop drawings, submittals, RFI's, change orders and substitution requests from the Contractor through the City.
- Assist Construction Management staff in responding to or negotiating claims and change orders.
- Review and assist Construction Management staff to enforce Contractor's environmental work plan/submittal to ensure intended mitigations are in place.
- Review and assist Construction Management staff to enforce tunneling and temporary shoring work plan submittal to ensure intended mitigations are in place.
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and SFPUC offices (as needed).

- Identify construction phase items requiring presence of engineer in the field and coordinate with Project Engineer.
- Provide field engineering support to Construction Management during construction.
- As-needed redesign or new designs.
- Engineering Support Services during Construction may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

TASK 14. COMMUNITY BENEFITS

14.1 Terms and Conditions

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

Providing community benefits is a deliverable, zero-dollar task. No hours or dollars should be allocated or included in Contractor's costs for the services under this Agreement in order to perform or deliver the voluntarily proposed CB Commitments. The Contractor shall fund the CB Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the CB Commitments. The provision of CB Commitments does not entitle the Contractor to additional work beyond the services specified within the Agreement.

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

14.2 Project Team

Stephen Robinson shall serve as the Executive in Charge to manage the Contractor's CB Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the CB Commitments listed in the Community Benefits Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Community Benefits Coordinator, Kush Chohan, to organize, plan, track, measure, and report on Contractor's CB Commitments. The Executive in

Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

14.3 Community Benefits Commitments

Contractor shall provide \$77,000 in direct financial contributions, \$30,000 in volunteer hours, and \$3,000 in in-kind contributions. Contractor commits to a minimum contribution of \$110,000 over the term of this Agreement as stated in the Community Benefits Summary Table on the next page.

Community Benefits Summary Table

Community Benefit Priority Area (choose from above)	Description of Community Benefit Program Area or Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (rate is standardized and cannot be changed)	(D) Total Value of Volunteer Hours (B x C)	(E) In-Kind Contributions	(F) Total Contributions (A + D + E)
Education	Environmental Education Partnership with John O'Connell High School	Provide scholarships to JOCHS teachers to support the development of environmental education modules that are context-rich, digestible and tied to educational standards for students at JOCHS	Duration of the contract (18 month contract, 2019 - 2020, with a possible extension up to 2027)	\$50,000	100	\$150	\$15,000	\$1,000	\$66,000
Education	STEM Career Awareness and Wrap-Around Services in San Francisco with a focus at JOCHS in the field of water/wastewater	Support broader STEM career awareness and wrap-around services for students at JOCHS	Duration of the contract (18 month contract, 2019 - 2020, with a possible extension up to 2027)	\$20,000	50	\$150	\$7,500	\$1,000	\$28,500
Innovations in Corporate Social Responsibility	TBD for flexibility (Various communities)	TBD for flexibility	One innovation per year for the duration of the contract (18 month contract, 2019 - 2020)	\$7,000	50	\$150	\$7,500	\$1,000	\$15,500
TOTAL				\$77,000	200		\$30,000	\$3,000	\$110,000

14.4 Accountability and Deliverables

Contractor shall provide a description of the accountability methods to ensure that the proposed CB activities will be delivered in a transparent and accountable manner. To maximize transparency and accountability, a process must be proposed that will assist in independently verifying that such funds and resources were delivered to the intended beneficiaries.

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

a) Community Benefits Plan and Timeline

- Contractor shall develop a Community Benefits Plan within three (3) months of issuance of the first NTP. The Community Benefits Plan will provide details regarding community partnerships, expenditures, a schedule, and timelines related to the CB Submittal.
- Contractor is invited to meet once a year thereafter or as needed with the SFPUC External Affairs Community Benefits and Social Responsibility Manager during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

b) Community Benefits Commitments and Reporting

- Contractor shall deliver the proposed CB Commitments specified in the CB Submittal and the Community Benefits Plan. Any proposed changes to the CB Commitments as set forth herein shall be submitted in writing for review by the External Affairs Community Benefits and Social Responsibility Manager.
- Contractor shall submit biannual progress reports to the SFPUC External Affairs Community Benefits and Social Responsibility Manager, which detail the geographic scope of commitment, activities and outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date. Progress reports must be submitted on the last business day of the month following the close of 2nd and 4th business quarters. As part of the progress reports, Contractor also must submit documents to substantiate that the CB Commitments and any funds associated therewith were delivered to the communities they were intended to benefit. These reporting requirements may be adjusted over the duration of the program due to system improvements.
- Contractor shall also submit an annual report documenting the culmination of their CB Commitments, beneficiaries, and outcomes for the year.

14.5 Statements of Understanding

Contractor acknowledges that they agree with the following statements:

- All instructions for the CB Submittal have been followed.

- Any of the CB Commitments that the Contractor voluntarily commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- CB Commitments must support nonprofit, charitable, or related activities.
- CB Commitments shall not go to, nor benefit, any City department or employee.
- CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- CB Commitments must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Summary Table in the final Agreement is considered binding.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Contractor's CB Commitments.
- Contractor commits to complying with SFPUC's reporting requirements.
- Contractor commits to the Terms and Conditions set forth in this section and in the Agreement.

Contractor shall provide all of the CB Commitments, consistent with all of the terms of Contractor's Community Benefits Proposal dated May 4, 2018, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

II. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

III. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be **Paul Louie (SFPUC Project Engineer)**.

IV. Purchase Orders. Performance of the service under this Agreement will be executed according to a purchase order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the purchase order. The SFPUC Project Engineer will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each purchase order shall be borne by Contractor. A final purchase order will be negotiated between the SFPUC Project Engineer and

the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the purchase order scope becomes available.

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

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

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

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

Appendix B Calculation of Charges

As part of Contractor's proposal dated May 4, 2018, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

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

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

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix C will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates will be fixed for the first two years of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the second anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding **\$250 per hour**, unless Project Engineer and Bureau Manager authorize an increase to the rate in writing.

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

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

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

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for **PRO.0101** is **2.796**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix C. The EOPR will also apply to all

amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

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

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

- Task-specific out-of-town travel as requested by SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine and will be granted only with prior written approval by SFPUC contract manager and documentation of the written approval by the SFPUC must be included with the invoice.
- Out-of-town travel for project-related business trips, including, but not limited to:
 - Rental vehicle: traveler must select the most economical type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log and expense report with its monthly invoices.
 - Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Task-specific safety equipment; and
- Expedited courier services when requested by SFPUC staff.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from selected Contractor's home office to SFPUC facilities not requested by SFPUC;
- Routine or non-routine travel from Contractor's home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

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

6. Subcontractor Fees:

- Subject to the restrictions in this Section 4;
- Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

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

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

to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

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

Invoice Supporting Documentation:

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

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

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

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

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1	Management and Coordination			MJA	0	\$50.00	\$0	3.11	\$155.50	\$0
		Lead Tunnel Engineer	Renee Fippin	MJA	156	\$77.94	\$12,159	3.11	\$242.39	\$37,813
		Lead Geotechnical Engineer	Tom Pennington	MJA	144	\$71.03	\$10,228	3.11	\$220.90	\$31,810
		Technical Panel	Glenn Boyce	MJA	8	\$95.15	\$761	3.11	\$250.00	\$2,000
		Principal in Charge	John Kaplin	MJA	20	\$111.49	\$2,230	3.11	\$250.00	\$5,000
		Lead Structural Engineer	Keith Abey	MJA	8	\$91.26	\$730	3.11	\$250.00	\$2,000
		Lead Associate	Rachel Martin	MJA	0	\$64.23	\$0	3.11	\$199.76	\$0
		Principal	Troy Page	MJA	0	\$93.36	\$0	3.11	\$250.00	\$0
		Principal	Mark Lawrence	MJA	0	\$87.35	\$0	3.11	\$250.00	\$0
		Principal	David Crouthamel	MJA	0	\$97.31	\$0	3.11	\$250.00	\$0
		Project Controls	Jody Mott	MJA	56	\$36.05	\$2,019	3.11	\$112.12	\$6,278
		Project Manager	Stephen Robinson	Stantec	1,092	\$76.34	\$83,363	3.41	\$250.00	\$273,000
		Joint Venture	David Harrison	Stantec	20	\$129.22	\$2,584	3.41	\$250.00	\$5,000
		Environmental Engineer	Dominic La Marche	Stantec	156	\$35.45	\$5,530	3.41	\$120.88	\$18,857
		Lead Hydraulic Modeler	Justin Bartels	Stantec	20	\$57.04	\$1,141	3.41	\$194.51	\$3,890
		Assistant Project Manager	Nancy Barnes	Stantec	624	\$74.52	\$46,501	3.41	\$250.00	\$156,000
		Project Controls Specialist	Jeremiah Joanino	Stantec	92	\$43.00	\$3,956	3.41	\$146.63	\$13,490
TASK 1 TOTAL					2,396	-	\$171,202	-	-	\$555,140
2	Quality Assurance/Quality Control			MJA	0	\$90.00	\$0	3.11	\$250.00	\$0
		Technical Panel	Glenn Boyce	MJA	120	\$95.15	\$11,418	3.11	\$250.00	\$30,000
		Principal in Charge	John Kaplin	MJA	120	\$111.49	\$13,379	3.11	\$250.00	\$30,000
		Senior Project Engineer	Jennifer Sketchley	MJA	160	\$48.41	\$7,746	3.11	\$150.56	\$24,089
		Civil Engineer, Hydraulics	James Lindell	Stantec	120	\$109.82	\$13,178	3.41	\$250.00	\$30,000
		Reviewer, Tunnels	Greg Raines	Stantec	120	\$106.78	\$12,814	3.41	\$250.00	\$30,000
		Quality Coordinator	Michael Bruen	Stantec	120	\$87.02	\$10,442	3.41	\$250.00	\$30,000
		SSI Analysis	John Bray	John Bray	0	\$250.00	\$0	1.00	\$250.00	\$0
		Cal OSHA Safety	John Leahy	John Leahy	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
		Ground Improvement	David J. Hartwell	David J. Hartwell	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
		TBM Specialist	Larry Snyder	Larry Snyder	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
TASK 2 TOTAL					1,120	-	\$158,977	-	-	\$264,089

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
3	Review Background Information	Lead Tunnel Engineer	Renee Fippin	MJA	40	\$90.00	\$0	3.11	\$250.00	\$0
		Lead Geotechnical Engineer	Tom Pennington	MJA	40	\$77.94	\$3,118	3.11	\$242.39	\$9,696
		Technical Panel	Glenn Boyce	MJA	0	\$95.15	\$0	3.11	\$250.00	\$0
		Principal in Charge	John Kaplin	MJA	0	\$111.49	\$0	3.11	\$250.00	\$0
		Lead Structural Engineer	Keith Abey	MJA	40	\$91.26	\$3,650	3.11	\$250.00	\$10,000
		Lead Associate	Rachel Martin	MJA	0	\$64.23	\$0	3.11	\$199.76	\$0
		Principal	Mark Lawrence	MJA	40	\$87.35	\$3,494	3.11	\$250.00	\$10,000
		Senior Project Engineer	Jennifer Sketchley	MJA	40	\$48.41	\$1,936	3.11	\$150.56	\$6,022
		Senior Geotechnical Engineer	Anil Dean	Stantec	40	\$96.46	\$3,858	3.41	\$250.00	\$10,000
		Project Manager	Stephen Robinson	Stantec	40	\$76.34	\$3,054	3.41	\$250.00	\$10,000
		Civil Engineer	Dan Breg	Stantec	40	\$78.58	\$3,143	3.41	\$250.00	\$10,000
		Lead Hydraulic Modeler	Justin Bartels	Stantec	40	\$57.04	\$2,282	3.41	\$194.51	\$7,780
		Environmental Engineer	Dominic La Marche	Stantec	40	\$35.45	\$1,418	3.41	\$120.88	\$4,835
		Senior Geotechnical Engineer	Marlene Wong	Stantec	40	\$58.01	\$2,320	3.41	\$197.82	\$7,913
		Lead Environmental Engineer	Ken Leung	AEW	40	\$52.00	\$2,080	2.80	\$145.60	\$5,824
		Civil Engineer	Michael Thomas	MST	20	\$110.00	\$2,200	1.90	\$209.00	\$4,180
TASK 3 TOTAL					500	-	\$35,395	-	-	\$105,087
4	Develop Supplemental Information	Lead Tunnel Engineer	Renee Fippin	MJA	20	\$77.94	\$1,559	3.11	\$242.39	\$4,848
		Senior Project Engineer	Jennifer Sketchley	MJA	100	\$48.41	\$4,841	3.11	\$150.56	\$15,056
		Project Manager	Stephen Robinson	Stantec	100	\$76.34	\$7,634	3.41	\$250.00	\$25,000
		Civil Engineer	Dan Breg	Stantec	200	\$78.58	\$15,716	3.41	\$250.00	\$50,000
		Civil Engineer/Utilities	Michael Thomas	MST	40	\$110.00	\$4,400	1.90	\$209.00	\$8,360
		Civil Engineer/Utilities	Rene Ochoa	MST	60	\$45.00	\$2,700	1.90	\$85.50	\$5,130
		TASK 4 TOTAL					520	-	\$36,850	-

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
				MJA			\$0	3.11	\$0.00	\$0
		Lead Geotechnical Engineer	Tom Pennington	MJA	800	\$71.03	\$56,824	3.11	\$220.90	\$176,723
		Technical Panel	Glenn Boyce	MJA	200	\$95.15	\$19,030	3.11	\$250.00	\$50,000
		Principal in Charge	John Kaplin	MJA	100	\$111.49	\$11,149	3.11	\$250.00	\$25,000
		Lead Structural Engineer	Keith Abey	MJA	0	\$91.26	\$0	3.11	\$250.00	\$0
		Lead Associate	Rachel Martin	MJA	40	\$64.23	\$2,569	3.11	\$199.76	\$7,990
		Principal	David Crouthamel	MJA	200	\$97.31	\$19,462	3.11	\$250.00	\$50,000
		Senior Associate	Yiming Sun	MJA	300	\$81.14	\$24,342	3.11	\$250.00	\$75,000
		Lead Associate	Shawn Spreng	MJA	0	\$62.64	\$0	3.11	\$194.81	\$0
		Project Engineer	Amir Beyabanaki	MJA	120	\$39.12	\$4,694	3.11	\$121.66	\$14,600
		Project Engineer	Cole Bales	MJA	240	\$44.32	\$10,637	3.11	\$137.84	\$33,080
		Senior Associate	Wolfe Lang	MJA	0	\$67.76	\$0	3.11	\$210.73	\$0
		Project Manager	Stephen Robinson	Stantec	40	\$76.34	\$3,054	3.41	\$250.00	\$10,000
		Senior Geotechnical Engineer	Anil Dean	Stantec	100	\$96.46	\$9,646	3.41	\$250.00	\$25,000
		Senior Geotechnical Engineer	Marlene Wong	Stantec	200	\$58.01	\$11,602	3.41	\$197.82	\$39,564
		Geotechnical Engineer	Jon Pearson	Stantec	75	\$38.86	\$2,915	3.41	\$132.51	\$9,938
		Civil Engineer	Dominic La Marche	Stantec	20	\$35.45	\$709	3.41	\$120.88	\$2,418
		Senior Associate, Civil Engineer	Christine Weber	Stantec	400	\$54.92	\$21,968	3.41	\$187.28	\$74,912
		Geotechnical Engineer	Vikram Kulkarni	Stantec	300	\$58.01	\$17,403	3.41	\$197.82	\$59,346
		Associate, Civil Engineer	Winnie Kim	Stantec	300	\$48.13	\$14,438	3.41	\$164.12	\$49,235
		Structural Engineer	Mohammadreza Mostafa	Stantec	300	\$65.66	\$19,698	3.41	\$223.90	\$67,171
5	Seismic, Geotechnical & Hazardous Materials Investigation and Site Characterization	Senior Principal Geotechnical Engineer	Bahram Khamenehpour	AGS	60	\$90.00	\$5,400	2.80	\$250.00	\$15,000
		Principal Geotechnical Engineer	Kamran Ghiassi	AGS	60	\$74.75	\$4,485	2.80	\$209.30	\$12,558
		Principal Geotechnical Engineer	Keyvan Fotoohi	AGS	8	\$65.50	\$524	2.80	\$183.40	\$1,467
		Principal Geologist	Rick Harlen	AGS	100	\$72.00	\$7,200	2.80	\$201.60	\$20,160
		Senior Environmental Engineer	Sami Malaeb	AGS	40	\$68.00	\$2,720	2.80	\$190.40	\$7,616
		Senior Geotechnical Engineer	Michelle Shriro	AGS	8	\$65.00	\$520	2.80	\$182.00	\$1,456
		Project Geotechnical Engineer	Anthony Argyriou	AGS	40	\$47.00	\$1,880	2.80	\$131.60	\$5,264
		Senior Geotechnical Engineer	Sleve Tsang	AGS	20	\$58.30	\$1,166	2.80	\$163.24	\$3,265
		Senior Staff Geologist	Joseph Farrow	AGS	258	\$41.20	\$10,630	2.80	\$115.36	\$29,763
		Staff Engineer	Jana Pearson	AGS	260	\$39.00	\$10,140	2.80	\$109.20	\$28,392
		Lead Environmental Engineer	Kenneth Leung	AEW	46	\$88.00	\$4,048	2.80	\$246.40	\$11,334
		Senior Geologist	Randall Young	AEW	455	\$56.28	\$25,607	2.80	\$157.58	\$71,701
		Project Geologist/Scientist	Ryder Musselman	AEW	284	\$40.72	\$11,564	2.80	\$114.02	\$32,381
		Field Technician/Project Assistant	Anh Tran	AEW	74	\$25.75	\$1,906	2.80	\$72.10	\$5,335
		Project Administrator/Project Assistant	Alexis Anselmo	AEW	22	\$31.87	\$701	2.80	\$89.24	\$1,963
		SSI Analysis	John Bray	John Bray	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
		SSI Analysis	Alex Krimotat	SC Solutions	12	\$99.31	\$1,192	2.80	\$250.00	\$3,000
		SSI Analysis	Phoebe Cheng	SC Solutions	23	\$73.42	\$1,689	2.80	\$205.58	\$4,728
		SSI Analysis	Payman Tehrani	SC Solutions	29	\$73.62	\$2,135	2.80	\$206.13	\$5,978
		SSI Technical Advisor	Hassan Sedarat	SC Solutions	8	\$79.37	\$635	2.80	\$222.25	\$1,778
		Senior Engineer	Iman Talebinejad	SC Solutions	46	\$56.88	\$2,617	2.80	\$159.27	\$7,327
		Engineer	Michael Perez	SC Solutions	116	\$46.41	\$5,383	2.80	\$129.95	\$15,074
		Engineer	Shiva Esna Ashari	SC Solutions	46	\$49.76	\$2,289	2.80	\$139.34	\$6,409
		Geotechnical Engineer	Hoss Hayati	SC Solutions	5	\$52.75	\$264	2.80	\$147.71	\$739
				TASK 5 TOTAL	5,875	-	\$384,836	-	-	\$1,092,664

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
6	Permits and Agreements	Lead Tunnel Engineer	Renee Fippin	MJA	0	\$77.94	\$0	3.11	\$242.39	\$0
		Lead Geotechnical Engineer	Tom Pennington	MJA	0	\$71.03	\$0	3.11	\$220.90	\$0
		Technical Panel	Glenn Boyce	MJA	40	\$95.15	\$3,806	3.11	\$250.00	\$10,000
		Senior Project Engineer	Jennifer Sketchley	MJA	100	\$48.41	\$4,841	3.11	\$150.56	\$15,056
		Project Manager	Stephen Robinson	Stantec	60	\$76.34	\$4,580	3.41	\$250.00	\$15,000
		Permitting	Jaff Auchterlonie	Stantec	100	\$77.00	\$7,700	3.41	\$250.00	\$25,000
		Permitting	Brice Hendricks	Stantec	100	\$50.43	\$5,043	3.41	\$171.97	\$17,197
		Permitting	Trevor Maceniski	Stantec	140	\$89.31	\$12,503	3.41	\$250.00	\$35,000
TASK 6 TOTAL					540	-	\$38,474	-	-	\$117,252
7	Advanced Hydraulic Numerical Modeling	Lead Tunnel Engineer	Renee Fippin	MJA	0	\$77.94	\$0	3.11	\$242.39	\$0
		Project Manager	Stephen Robinson	Stantec	80	\$76.34	\$6,107	3.41	\$250.00	\$20,000
		Civil Engineer, Hydraulics	Wade Moore	Stantec	80	\$68.54	\$5,483	3.41	\$233.72	\$18,698
		Lead Hydraulic Modeler	Justin Bartels	Stantec	500	\$57.04	\$28,521	3.41	\$194.51	\$97,256
		Hydraulic Modeler	Nicholas Stepina	Stantec	80	\$38.00	\$3,040	3.41	\$129.58	\$10,366
		Environmental Engineer	Dominic La Marche	Stantec	100	\$35.45	\$3,545	3.41	\$120.88	\$12,088
TASK 7 TOTAL					840	-	\$46,696	-	-	\$158,408

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
8	Tunnel Engineering Design & Design Support to City Staff	Lead Tunnel Engineer	Renee Fippin	MJA	1,400	\$77.94	\$109,116	3.11	\$242.39	\$339,351
		Lead Geotechnical Engineer	Tom Pennington	MJA	0	\$71.03	\$0	3.11	\$220.90	\$0
		Technical Panel	Glenn Boyce	MJA	600	\$95.15	\$57,090	3.11	\$250.00	\$150,000
		Principal in Charge	John Kaplin	MJA	550	\$111.49	\$61,320	3.11	\$250.00	\$137,500
		Lead Structural Engineer	Keith Abey	MJA	550	\$91.26	\$50,193	3.11	\$250.00	\$137,500
		Constructability	Sarah Wilson	MJA	100	\$89.98	\$8,998	3.11	\$250.00	\$25,000
		Constructability	Brian Fulcher	MJA	150	\$102.98	\$15,447	3.11	\$250.00	\$37,500
		Lead Associate	Rachel Martin	MJA	100	\$64.23	\$6,423	3.11	\$199.76	\$19,976
		Principal	Troy Page	MJA	450	\$93.36	\$42,012	3.11	\$250.00	\$112,500
		Principal	Mark Lawrence	MJA	550	\$87.35	\$48,043	3.11	\$250.00	\$137,500
		Principal	David Crouthamel	MJA	550	\$97.31	\$53,521	3.11	\$250.00	\$137,500
		Senior Project Engineer	Kushwant Chohan	MJA	500	\$49.26	\$24,630	3.11	\$153.20	\$76,599
		Senior Project Engineer	Jennifer Sketchley	MJA	500	\$48.41	\$24,205	3.11	\$150.56	\$75,278
		Senior Associate	Yiming Sun	MJA	340	\$81.14	\$27,588	3.11	\$250.00	\$85,000
		Senior Associate	Norman Joyal	MJA	500	\$77.39	\$38,695	3.11	\$240.68	\$120,341
		Lead Associate	Shawn Spreng	MJA	0	\$62.64	\$0	3.11	\$194.81	\$0
		Project Engineer	Amir Beyabanaki	MJA	80	\$39.12	\$3,130	3.11	\$121.66	\$9,733
		Senior Staff Engineer	Alberto Hermoso-Diaz	MJA	450	\$39.94	\$17,973	3.11	\$124.21	\$55,896
		Project Engineer	Roozbeh Mikola	MJA	0	\$50.95	\$0	3.11	\$158.45	\$0
		Project Engineer	Cole Bales	MJA	450	\$44.32	\$19,944	3.11	\$137.84	\$62,026
		Senior Engineer	Eva Fernandez	MJA	450	\$42.45	\$19,103	3.11	\$132.02	\$59,409
		Senior Staff Engineer	Justin Reeves	MJA	0	\$37.45	\$0	3.11	\$116.47	\$0
		Project Engineer	Timothy Shu	MJA	0	\$39.36	\$0	3.11	\$122.41	\$0
		CADD	Eileen Balingasa	MJA	1,000	\$39.76	\$39,760	3.11	\$123.65	\$123,654
		Project Manager	Stephen Robinson	Stantec	60	\$76.34	\$4,580	3.41	\$250.00	\$15,000
		Civil Engineer	Dan Breg	Stantec	100	\$78.58	\$7,858	3.41	\$250.00	\$25,000
		Tunnel and Trenchless Engineer	Nick Goodenow	Stantec	200	\$58.01	\$11,602	3.41	\$197.82	\$39,564
		Senior Geotechnical Engineer	Anil Dean	Stantec	0	\$96.46	\$0	3.41	\$250.00	\$0
Structural Engineer	Lloyd Soohoo	Stantec	340	\$73.55	\$25,007	3.41	\$250.00	\$85,000		
Structural Engineer	Craig Wilcox	Stantec	215	\$118.27	\$25,396	3.41	\$250.00	\$53,683		
Environmental Engineer	Dominic La Marche	Stantec	200	\$35.45	\$7,090	3.41	\$120.88	\$24,176		
Associate, BIM Designer	Michael Skinner	Stantec	20	\$62.54	\$1,251	3.41	\$213.26	\$4,265		
BIM Designer	Oscar Valdez	Stantec	40	\$43.99	\$1,760	3.41	\$150.00	\$6,000		
Associate, BIM Designer	Tri Nguyen	Stantec	700	\$54.00	\$37,800	3.41	\$184.14	\$128,898		
TASK 8 TOTAL					11,145	-	\$789,533	-	-	\$2,283,848
9	Technology Transfer/Cross Training	Lead Tunnel Engineer	Renee Fippin	MJA	24	\$77.94	\$1,871	3.11	\$242.39	\$5,817
		Technical Panel	Glenn Boyce	MJA	24	\$95.15	\$2,284	3.11	\$250.00	\$6,000
		Project Manager	Stephen Robinson	Stantec	25	\$76.34	\$1,888	3.41	\$250.00	\$6,183
		Assistant Project Manager	Nancy Barnes	Stantec	24	\$74.52	\$1,788	3.41	\$250.00	\$6,000
		Reviewer, Tunnels	Greg Raines	Stantec	24	\$106.78	\$2,563	3.41	\$250.00	\$6,000
TASK 9 TOTAL					121	-	\$10,393	-	-	\$30,000
10	Communication and Public Outreach	Lead Tunnel Engineer	Renee Fippin	MJA	0	\$77.94	\$0	3.11	\$242.39	\$0
		Project Manager	Stephen Robinson	Stantec	10	\$76.34	\$763	3.41	\$250.00	\$2,500
		Assistant Project Manager	Nancy Barnes	Stantec	20	\$74.52	\$1,490	3.41	\$250.00	\$5,000
		Communications Lead	Sara Katz	Katz & Associates	115	\$100.96	\$11,639	3.00	\$250.00	\$28,821
		Communications	Emily Powell	Katz & Associates	180	\$48.08	\$8,654	3.00	\$144.24	\$25,963
Communications	Elizabeth Cox	Katz & Associates	180	\$31.25	\$5,625	3.00	\$93.75	\$16,875		

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Communications	Nic Townes	Katz & Associates	72	\$40.87	\$2,943	3.00	\$122.61	\$8,828
		Communications	Matthew Bennett	Katz & Associates	40	\$38.46	\$1,538	3.00	\$115.38	\$4,615
		Communications	Kristen Webb	Katz & Associates	90	\$27.40	\$2,466	3.00	\$82.20	\$7,398
		TASK 10 TOTAL			707	-	\$35,119	-	-	\$100,000
11	SSI Analyses for the Remainder of the Project	Senior Associate	Yiming Sun	MJA	30	\$81.14	\$2,434	3.11	\$250.00	\$7,500
		Senior Associate	Wolfe Lang	MJA	30	\$67.76	\$2,033	3.11	\$210.73	\$6,322
		Project Manager	Stephen Robinson	Stantec	30	\$76.34	\$2,290	3.41	\$250.00	\$7,500
		Senior Geotechnical Engineer	Anil Dean	Stantec	30	\$96.46	\$2,894	3.41	\$250.00	\$7,500
		Senior Geotechnical Engineer	Marlene Wong	Stantec	30	\$58.01	\$1,740	3.41	\$197.82	\$5,935
		Senior Associate, Civil Engineer	Christine Weber	Stantec	30	\$54.92	\$1,648	3.41	\$187.28	\$5,618
		Geotechnical Engineer	Vikram Kulkarni	Stantec	100	\$58.01	\$5,801	3.41	\$197.82	\$19,782
		Associate, Civil Engineer	Wonnie Kim	Stantec	30	\$48.13	\$1,444	3.41	\$164.12	\$4,924
		Structural Engineer	Mohammadreza Mostafa	Stantec	50	\$65.66	\$3,283	3.41	\$223.90	\$11,195
		SSI Analysis	John Bray	John Bray	112	\$250.00	\$28,000	1.00	\$250.00	\$28,000
		SSI Analysis	Alex Krimotat	SC Solutions	9	\$99.31	\$911	2.80	\$250.00	\$2,293
		SSI Analysis	Phoebe Cheng	SC Solutions	24	\$73.42	\$1,762	2.80	\$205.58	\$4,934
		SSI Analysis	Payman Tehrani	SC Solutions	30	\$73.62	\$2,209	2.80	\$206.13	\$6,184
		SSI Technical Advisor	Hassan Sedarat	SC Solutions	8	\$79.37	\$635	2.80	\$222.25	\$1,778
		Senior Engineer	Iman Talebinejad	SC Solutions	48	\$56.88	\$2,730	2.80	\$159.27	\$7,645
		Engineer	Michael Perez	SC Solutions	119	\$46.41	\$5,523	2.80	\$129.95	\$15,464
	Engineer	Shiva Esna Ashari	SC Solutions	48	\$49.76	\$2,389	2.80	\$139.34	\$6,688	
	Geotechnical Engineer	Hoss Hayati	SC Solutions	5	\$52.75	\$264	2.80	\$147.71	\$739	
		TASK 11 TOTAL			763	-	\$67,989	-	-	\$150,000
		PROJECT TOTAL			24,527	-	1,775,463	-	-	4,964,880

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task [A]	Task Summary [B]	Staff Classification/Role [C]	Name of Proposed Staff Person [D]	Firm [E]	Estimated Number of Hours [F]	Base Hourly Rate (\$/hour) [G]	Base Labor Cost (\$) = [F]*[G] [H]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm [I]	Billing Rate (\$/hour) = [G]*[I] [J]	Actual Labor Cost (\$) = [F]*[J] [K]
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Other Direct Costs (ODCs)

	Description	Cost	Firm
1	Travel expenses outside Bay Area	\$5,000	MJA and Stantec
2	Reprographics and shipping	\$5,000	Stantec
3	Geotech site investigation	\$450,000	Stantec
4	Laboratory tests (geotechnical)	\$50,000	AGS
5	Laboratory tests (environmental)	\$140,000	AEW
6	Permits (geotechnical)	\$20,000	AGS
7	Permits (other)	\$5,000	Stantec
8	Potholing and utility investigation	\$20,000	Stantec
9	Phase I ESA Database Search and Field sampling ODCs	\$10,000	AEW
10			
	TOTAL OTHER DIRECT COSTS	\$705,000	

Effective Overhead and Profit Rate (EOPR, or Effective Project Multiplier) **2.796**

(= Total Actual Labor Cost / Total Base Labor Cost)

Maximum Allowable Effective Project Multiplier = 3.20

TOTAL PROJECT COST BREAKDOWN

Total Actual Labor Cost: **\$4,964,880**

Total Other Direct Costs (ODCs) **\$705,000**

Markup on Subconsultant Labor Cost **\$30,120.31**

(Maximum Allowable: 5% of subconsultant labor costs)

TOTAL PROJECT COST (NOT TO EXCEED \$5,700,000) **\$5,700,000**

FEE SCHEDULE INSTRUCTIONS:

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

Column A - Task No.: Use the task numbers provided.

Column B - Task Summary: Provide the task name and provide very brief description of the task

Column C - Staff Classification: Provide classification name/title for individuals proposed for this project. Add lines as needed.

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

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

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

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

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

Column I - Firm Multiplier: Provide firm overhead and profit rate (one per firm).

Column J - Billing Rate: Provide actual billing rate for each individual by multiplying Column I (Firm Multiplier) by Column G (Base Hourly Rate). Maximum billing rate allowed is \$220/hour. Consultants will only be allowed to escalate billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area.

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

Other Direct Costs (ODCs) - Provide a subtotal for each ODC category listed, if applicable. Add additional categories if not listed.