

File No. 171216

Committee Item No. 3
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date December 13, 2017

Board of Supervisors Meeting

Date _____

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Completed by: Linda Wong Date December 8, 2017
Completed by: Linda Wong Date _____

1 [Agreement Amendment - Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse
2 Consulting/Water Resources Engineering, Inc. - Westside Recycled Water Project - Not to
3 Exceed \$8,000,000]

4 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
5 **Commission to execute Amendment No. 2 to Agreement No. CS-109, Specialized**
6 **Engineering Services, Recycled Water Projects with Kennedy Jenks Consultants,**
7 **Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint**
8 **Venture, to continue providing additional engineering services in support of the**
9 **Westside Recycled Water Project, increasing the agreement by \$2,500,000 for a total**
10 **not to exceed agreement amount of \$8,000,000 and with a time extension of three**
11 **years, for a total agreement duration of 12 years, subject to the Board of Supervisors**
12 **approval pursuant to Charter, Section 9.118.**

13
14 WHEREAS, On October 26, 2010, the San Francisco Public Utilities Commission
15 (SFPUC) approved Resolution No. 10-0177, authorizing the General Manager of the SFPUC
16 to negotiate and execute a professional services agreement, Agreement No. CS-109,
17 Specialized Engineering Services, Recycled Water Projects in the amount of \$3,700,000 with
18 a term of six years concluding on November 30, 2016, with Kennedy Jenks Consultants,
19 Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint
20 Venture (KJ/Sheikh/WRE, JV); and

21 WHEREAS, On December 8, 2015, the SFPUC approved Resolution No. 15-0248,
22 authorizing the General Manager to execute Amendment No. 1, increasing the Agreement by
23 \$1,800,000 for a total not to exceed \$5,500,000 and with a time extension of three years, for a
24 total agreement duration of nine years, in order to provide additional engineering services in
25 support of the implementation of the Westside Recycled Water Project; and

1 WHEREAS, Amendment No. 2 is being requested to increase the agreement by
2 \$2,500,000 and to extend the agreement by three years, for a total agreement amount not to
3 exceed \$8,000,000, and a total agreement duration of 12 years, in order to provide additional
4 engineering services for: design of irrigation system modifications; engineering support during
5 bidding and construction for irrigation system contract work; preparation of operations plans
6 and standard operating procedures for new recycled water facilities; other support services
7 as-required for project implementation; and

8 WHEREAS, The proposed Amendment No. 2 is on file with the Clerk of the Board of
9 Supervisors in File No. 171216, and is hereby declared to be part of this Resolution as if fully
10 set forth herein; and

11 WHEREAS, A Contract Monitoring Division sub-consulting goal of 14% Local Business
12 Enterprise participation of the total value of services to be provided has been established for
13 this agreement; and

14 WHEREAS, Funds for this agreement are available from Project No. CUW302-01; now
15 therefore, be it

16 RESOLVED, That the Board of Supervisors hereby authorizes the General Manager of
17 the SFPUC to execute Amendment No. 2 to the Agreement with Kennedy Jenks Consultants,
18 Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint
19 Venture (KJ/Sheikh/WRE, JV), in order to continue providing additional engineering services
20 in support of the Westside Recycled Water Project, increasing the agreement by \$2,500,000,
21 for a total agreement amount not-to-exceed \$8,000,000, and with a time extension of three
22 years, for a total agreement duration of 12 years, pursuant to Charter, Section 9.118.; and, be
23 it

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

<p>Item 3 File 17-1216</p>	<p>Department: Public Utilities Commission (PUC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> • The proposed resolution would approve the second amendment to the existing contract between the SFPUC and Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint Venture (KJ/Sheikh/WRE, JV) to (i) extend the contract by three years from the original end date of November 2019 to a new end date of November 2022, for a total contract term of twelve years from December 2010 through November 2022, and (ii) increase the total not-to-exceed amount by \$2,500,000, from \$5,500,000 to \$8,000,000. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> • The San Francisco Westside Recycled Water Project (Project) is a component of the San Francisco Public Utilities Commission’s (SFPUC) Water System Improvement Program (WSIP). The primary purpose of the Project is to reduce San Francisco’s reliance on potable water for non-potable uses, such as irrigation, through the production and distribution of highly treated recycled water. The Project will bring recycled water from the recycled water treatment facility, to be constructed at the Oceanside Water Pollution Control Plant, to Golden Gate Park, Lincoln Park Golf Course, the Presidio Golf Course and the National Cemetery to be used for irrigation. • In October 2010, the SFPUC approved a contract between the SFPUC and KJ/Sheikh/WRE, JV following a competitive Request for Proposals (RFP) process for technical and specialized engineering services for the Westside Recycled Water Project. The contract was for a period of six years, from December 2010 through November 2016. The original not-to-exceed amount was \$3,700,000. In December 2015, the SFPUC approved the first amendment to the contract between SFPUC and KJ/Sheikh/WRE, JV and (i) increased the amount by \$1,800,000 for a total not-to-exceed of \$5,500,000, and (ii) extended the term by three years for a total contract duration of nine years from December 2010 through November 2019. • According to SFPUC, during the course of the planning and design phases of the recycled water facilities and systems under the existing contract with KJ/Sheikh/WRE, JV, additional technical and engineering support were identified for design of irrigation system modifications. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> • The proposed amendment to the existing contract between SFPUC and KJ/Sheikh/WRE, JV increases the contract amount by \$2,500,000, from not-to-exceed \$5,500,000 to not-to-exceed amount of \$8,000,000. The amended contract not-to-exceed amount is included in the Westside Recycled Water Project revised budget of \$214 million. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

The San Francisco Westside Recycled Water Project (Project) is a component of the San Francisco Public Utilities Commission's (SFPUC) Water System Improvement Program (WSIP). The primary purpose of the Project is to reduce San Francisco's reliance on potable water for non-potable uses, such as irrigation, through the production and distribution of highly treated recycled water. The Project will bring recycled water from the recycled water treatment facility, to be constructed at the Oceanside Water Pollution Control Plant, to Golden Gate Park, Lincoln Park Golf Course, the Presidio Golf Course and the National Cemetery to be used for irrigation.

The Project will construct the following facilities:

- A recycled water treatment facility at the Oceanside Water Pollution Control Plant;
- A new pump station and underground recycled water storage reservoir at Golden Gate Park's existing Central Reservoir; and
- New recycled water distribution pipelines.

In October 2010, the SFPUC approved a contract between the SFPUC and Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint Venture (KJ/Sheikh/WRE, JV) following a competitive Request for Proposals¹ (RFP) process for technical and specialized engineering services for the Recycled Water Projects. The contract was for a period of six years, from December 2010 through November 2016. The original not-to-exceed amount was \$3,700,000. In December 2015, the SFPUC approved the first amendment to the contract between SFPUC and KJ/Sheikh/WRE, JV and (i) increased the amount by \$1,800,000 for a total not-to-exceed of \$5,500,000, and (ii) extended the term by three years for total contract duration of nine years from December 2010 through November 2019.

In July 2016, the Board of Supervisors approved the requested release of \$120,827,000 from Budget and Finance Committee Reserve for the Westside Recycled Water Project (File 16-0744).²

¹ Five firms responded to the RFP. Four firms were selected for interviews: Kennedy Jenks/Water Resources Engineering/Bahman Sheikh Joint Venture, 2) Corollo/SRT Joint Venture, 3) Montgomery Watson Harza/Hydroconsult Engineers, Joint Venture, and 4) Camp Dresser & McKee.

² The Board of Supervisors appropriated \$120,827,000 in Water Enterprise Revenue Bond funds, to the Westside Recycled Water Project in April 2010 (Ordinance 92-10) and November 2011 (Ordinance 230-11) and placed these funds on Budget and Finance Committee Reserve. The total Westside Recycled Water Project budget was \$186,220,000, which included \$120,827,000 placed on Budget and Finance Committee Reserve.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the second amendment to the existing contract between the SFPUC and Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint Venture (KJ/Sheikh/WRE, JV) to (i) extend the contract by three years from the original end date of November 2019 to a new end date of November 2022, for a total contract term of twelve years from December 2010 through November 2022, and (ii) increase the total not-to-exceed amount by \$2,500,000, from \$5,500,000 to \$8,000,000.

Increase in Water System Improvement Program (WSIP) Westside Recycled Water Project

According to Ms. Barbara Palacios, SFPUC Project Manager, the total Westside Recycled Water Project budget has increased from \$186 million to \$214 million³, an increase of \$28 million, as a result of additional irrigation system modifications required for compliance with recycled water regulations, as well as increased level of effort needed to complete design of the treatment and pumping facilities and manage construction of new facilities, and also due to high bids received on the treatment plant.

According to Ms. Palacios, during the course of the planning and design phases of the recycled water facilities and systems under the existing contract with KJ/Sheikh/WRE, JV, additional technical and engineering support were identified for design of irrigation system modifications. The expanded project scope includes the required preparation of Operations Plans, detailed Standard Operating Procedures for new recycled water facilities, and Operations and Maintenance Manuals.

Project Construction

Construction of the Project began in February 2017 with the construction of the recycled water pipeline. Completion of the Project, including the recycled water pipeline, recycled water treatment facility at the Oceanside Water Pollution Control Plant, and recycled water pump station and underground reservoir in Golden Gate Park, is anticipated in January 2021 with final close out in October 2021.⁴

According to Ms. Palacios, the Project schedule has been delayed for a variety of reasons, including an extended timeline for the pre-selection and contracting of key treatment equipment, and subsequent design changes related to the selected equipment. The three-year extension of the KJ/Sheikh/WRE, JV contract term will provide for the required technical and engineering support through the start-up of the new recycled water system and its implementation during which treatment will be optimized.

³ The amount of \$214 million has not yet been formally approved by the SFPUC, but is presented in the September 2017 Water Enterprise CIP Quarterly Report to the Commission.

⁴ According to Ms. Palacios, the contract term ends in November 2022 to serve as a schedule contingency in the event of unanticipated delays in construction.

FISCAL IMPACT

The proposed amendment to the existing contract between SFPUC and KJ/Sheikh/WRE, JV increases the contract amount by \$2,500,000, from not-to-exceed \$5,500,000 to not-to-exceed amount of \$8,000,000. The amended contract not-to-exceed amount is included in the Westside Recycled Water Project revised budget of \$214 million.

According to the budget submitted by SFPUC, estimated expenditures and encumbrances from December 2010 through August 2017 under the KJ/Sheikh/WRE, JV contract are \$4,716,335, as shown in Table 1 below.

Table 1: KJ/Sheikh/WRE, JV Contract Actual Expenditures and Encumbrances
(December 2010 through November 2022)

Contract	Actual Contract Expenditures and Encumbrances (December 2010 through August 2017)	Projected Expenditures (September 2017 through November 2022)	Total Actual and Projected Expenditures (December 2010 through November 2022)
KJ/Sheikh/WRE, JV	\$4,716,335	\$3,283,665	\$8,000,000

Table 2 below shows the breakdown of the requested additional \$2,500,000 to be expended on each task and the anticipated delivery date for each task.

Table 2: Proposed Project Budget for Second Amendment of KJ/Sheikh/WRE, JV Contract

Task	Anticipated Delivery Date	Amount
Westside Recycled Water Implementation Support	November 2019	\$206,389
Engineering Services During Construction - Treatment Facility	November 2019	159,500
Engineering Services During Construction - Distribution System	2020	327,200
Golden Gate Park/Lincoln Park Retrofit - Final Recycled Water Retrofit Design	2020	200,000
Golden Gate Park/Lincoln Park Design of System Modifications	2020	275,000
Engineering Services During Construction for Golden Gate Park/Lincoln Park Retrofit	2020	294,250
Engineering Services During Construction for Golden Gate Park/Lincoln Park System Modifications	2020	370,500
Overall Recycled Water System Operations Plan	2020	220,430
Treatment Operations and Maintenance and Standard Operating Procedures	2021	467,319
Recycled Water Conveyance Operations and Maintenance and Standard Operating Procedures	2021	180,356
Optional Online Operations Dashboard	2021	215,000
As-Needed Technical Services	To Be Determined/2022	367,721
Total Project Budget		\$3,283,665
Remaining Contract Authority (under First Amendment of Contract)		(783,665)
Requested Total Amount		\$2,500,000

RECOMMENDATION

Approve the proposed resolution.

**City and County of San Francisco
San Francisco Public Utilities Commission
Contracts Administration Bureau
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102**

**Second Amendment between the City and County of San Francisco and
Kennedy Jenks Consultants/ Bahman Sheikh Water Reuse Consulting/ Water Resources
Engineering, JV (KJ/Sheikh/WRE, JV) for
Specialized Engineering Services for Recycled Water Projects
(CS-109)**

THIS AMENDMENT (this “Amendment”) is made as of [insert date], in San Francisco, California, by and between **KJ/Sheikh/WRE, JV** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its San Francisco Public Utilities Commission.

RECITALS

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

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

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4124-09/10** on **September 26, 2017**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **17-0229** on **November 14, 2017**; and

WHEREAS, Approval for this Amendment was obtained when the Board of Supervisors approved Resolution number ____ - ____ on **January ____, 2018**;

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

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

1a. Agreement. The term “Agreement” shall mean the Agreement dated **October 26, 2010** between Contractor and City, as amended by the First Amendment dated **December 11, 2015**.

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

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to November 30, 2019.**

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to November 30, 2022.**

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

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Five Million Five Hundred Thousand Dollars (\$5,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eight Million Dollars (\$8,000,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

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

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

CITY

CONTRACTOR

KJ/Sheikh/WRE, JV

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

Signature of Authorized Representative

Approved as to Form:

Name of Authorized Representative

Dennis J. Herrera
City Attorney

Title

City Supplier ID: 0000016857

By: _____
Julia H. Veit
Deputy City Attorney

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0177

WHEREAS, Developing recycled water in San Francisco will provide a drought-resistant and sustainable water source for non-potable uses; and

WHEREAS, the Water System Improvement Program that was approved by the Commission on October 30, 2008, includes program elements for development of recycled water in the City; and

WHEREAS, SFPUC has developed and is developing proposed recycled water projects on the westside and the eastside of the City; and

WHEREAS, Obtaining the services of a qualified multi-disciplinary engineering firm is necessary to provide specialized engineering services to supplement SFPUC staff; and

WHEREAS, The estimated cost of services is \$3,700,000; and

WHEREAS, The proposal was advertised on May 20, 2010; and

WHEREAS, Services are anticipated to begin in November 2010 and end in November 2016 and the duration of this agreement is six (6) years; and

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff and Human Rights Commission (HRC) review of the proposals resulted in the establishment of Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc., a Joint Venture (KJ/Sheikh/WRE, JV) as the best qualified consulting firms; and

WHEREAS, A HRC sub-consulting goal of 14% Local Business Enterprise (LBE) participation (of the total value of services to be provided) has been established for this agreement; and

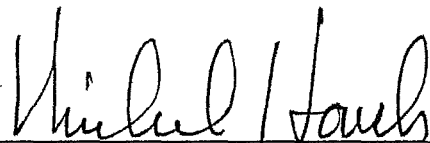
WHEREAS, Failure to reach successful agreement on contract terms and conditions within thirty (30) days of the date of the Commission award may result in award of the contract to the next highest ranked Consultant, or re-advertising and re-selecting consultants at the discretion of the City; and

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

WHEREAS, Funds for this agreement will be available at the time of award of the agreement from Project CUW302 – Recycled Water Projects, San Francisco, \$3,700,000; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of KJ/Sheikh/WRE, JV; awards Water Enterprise Water System Improvement Program-funded Agreement No. CS-109, Specialized Engineering Services for Recycled Water Projects, to provide engineering services; and authorizes the General Manager of the SFPUC to negotiate and execute a professional services agreement with KJ/Sheikh/WRE, JV for an amount not-to-exceed \$3,700,000, and with a duration of six (6) years, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked Consultant.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *October 26, 2010*



Secretary, Public Utilities Commission

**City and County of San Francisco
San Francisco Public Utilities Commission
1155 Market Street
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

**Kennedy Jenks Consultants/ Bahman Sheikh Water Reuse Consulting/ Water Resources
Engineering, JV (KJ/Sheikh/WRE, JV)**

This Agreement is made this 26th day of **October, 2010**, in the City and County of San Francisco, State of California, by and between: **KJ/Sheikh/WRE, JV, 303 Second Street, Suite 300 South, San Francisco, CA, 94107**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through the San Francisco Public Utilities Commission.

Recitals

WHEREAS, the **San Francisco Public Utilities Commission (SFPUC)** ("Department") wishes to retain the services of a qualified Proposer to provide the SFPUC with specialized engineering services to support the Recycled Water Program Westside and Eastside Projects, including but not limited to needs assessment, alternatives analysis, technical review/support, regulatory permitting services, and operations support services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **May 20, 2010**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **4043-09/10** on **October 5, 2009**; and

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement under Resolution **Number 10-0177** on **October 26, 2010**; and

Now, THEREFORE, the parties agree as follows:

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

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

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to November 31, 2016 with** options to extend at the City's sole discretion.
3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.
5. **Compensation.** Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Three Million Seven Hundred Thousand Dollars (\$3,700,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

10. **Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

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

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

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

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

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor 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.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs

shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

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

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

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

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

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

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

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

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of 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.

f. 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.

g. 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.

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

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

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

16. Indemnification.

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

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

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be

supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties. (Liquidated damages)

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

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

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|---|---------------------------------------|
| 8. Submitting false claims | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |

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

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

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

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

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

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

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

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

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

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

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|---|---|
| 8. Submitting false claims | 16. Indemnification |
| 9. Disallowance | 17. Incidental and Consequential Damages |
| 10. Taxes | 18. Liability of City |
| 11. Payment does not imply acceptance of work | 24. Proprietary or confidential information of City |
| 13. Responsibility for equipment | 26. Ownership of Results |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 27. Works for Hire |
| 15. Insurance | 28. Audit and Inspection of Records |
| | 48. Modification of Agreement. |

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

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

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

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is

hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages.

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

b. Compliance and Enforcement.

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

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

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

(2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 14 %. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

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

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

34. Nondiscrimination; Penalties.

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are

available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

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

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

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

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

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

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

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

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

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

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees.

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

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

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees.

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

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

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

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

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

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

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

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

45. First Source Hiring Program.

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

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

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

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

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

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

e. **Liquidated Damages.** Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

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

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

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC 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% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

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

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

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

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

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

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in

compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

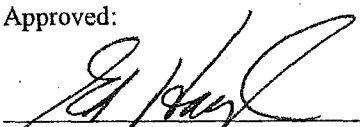
60. Left blank by agreement of the parties. (Slavery era disclosure)

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

CITY

Approved:



Ed Harrington
General Manager
San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera
City Attorney

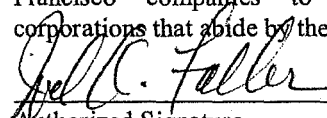
By 

Deputy City Attorney

CONTRACTOR

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

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



Authorized Signature

JOE A. FULLER

Printed Name

VICE PRESIDENT

Title

KENNEDY/JENKS CONSULTANTS

Company Name

KJ/SHEIKH/WRE JV
80702

City Vendor Number

303 SECOND ST., SUITE 300 S.
SAN FRANCISCO, CA 94107

Address

27-3588079

Federal Employer ID Number

Appendices

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

Appendix A
Services to be provided by Contractor

Contractor agrees to perform said services all in accordance with the terms of this Agreement and of its proposal dated **July 15, 2010** and incorporated by reference as though fully set forth herein. Should there be a conflict of terms, this Agreement shall control over the RFP and the Contractor's proposal.

1. Description of Services

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco seeks to retain the services of the Contractor to provide the SFPUC with specialized engineering services to support the Recycled Water Program Westside and Eastside Projects, including but not limited to needs assessment, alternatives analysis, technical review/support, regulatory permitting services, and operations support services. The Contractor may also be called upon to provide other related engineering support services during the term of the Professional Services Agreement.

2. Task Orders

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

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

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

A. For the Westside Recycled Water Project:

• **Design and Construction Phase Services:**

i) **Treatment Process Technical Review/Support**

City Engineers will lead all aspects of the facility Detailed Design work, including treatment processes. The Contractor will provide technical/expert review of treatment process-related work including major milestone deliverables (35, 65, 95, 100% design packages), as well as other

interim design deliverables. The Contractor may be asked to provide technical memoranda on treatment-related topics, or participate at design meetings.

ii) Operations Support Services

The development of operations plans for recycled water treatment facilities; providing training on facility/treatment process operation; assisting with treatment facility start-up, and treatment system optimization.

iii) Regulatory Permitting Services

The development of regulatory permitting strategies for the implementation of recycled water projects; conducting assessments of distribution systems for compliance with regulatory requirements; assisting in the preparation of regulatory submittals required for the production and distribution of recycled water, and overall permitting of the projects.

B. For the Eastside Recycled Water Project:

• **Planning Phase Services:**

i) Needs and Alternatives Identification Services

The evaluation of recycled water demand potential, water quality requirements/objectives, identification of project alternatives, and other tasks associated with defining and evaluating project need. Develop cost-benefit model for decision making; facilitate work sessions with SFPUC and project stakeholders to confirm project need and alternatives; prepare Needs Assessment Report.

ii) Alternatives Analysis and Evaluation Services

The identification of project alternatives to meet project need, including evaluation of alternative treatment technologies, recycled water conveyance and distribution schemes. Identify and evaluate factors that will impact the feasibility of alternatives. Facilitate work sessions with SFPUC and other project stakeholders on project alternatives and evaluation process; prepare Alternatives Analysis and Evaluation Report.

iii) Conceptual Engineering Services

The development of recycled water project design criteria for treatment facility components and distribution system hydraulics (pumping, conveyance, storage, etc.); hydraulic analysis required to establish project design criteria; conceptual design of recycled water unit treatment process, including development of treatment process schematics, identification and conceptual design of modifications needed at existing wastewater facilities; evaluation of equipment vendors/options; development of equipment procurement strategy; preparation of Conceptual Engineering chapters and cost estimates related to treatment processes, and hydraulic design criteria. City Engineers will lead the preparation of the Conceptual Engineering Report, and will provide the remaining services to complete the work.

iv) Treatment Process Pilot Testing

The design, procurement, and installation of pilot unit equipment, start-up, troubleshooting, decommissioning/removal of equipment, and specialized laboratory services. City Engineers will take the lead in developing testing plans, and providing staffing to run the pilot; Contractor to provide technical experts to review testing plan, and pilot results, and provide other support to the testing program, as-requested.

• **Design and Construction Phase Services:**

i) Treatment Process Technical Review/Support

City Engineers will lead all aspects of the facility Detailed Design work, including treatment processes, after the completion of the Conceptual Engineering Report. The Contractor will provide technical/expert review of treatment process-related work including major milestone deliverables (35, 65, 95, 100% design packages), as well as other interim design deliverables. The Contractor may be asked to provide technical memoranda on treatment-related topics, or participate at design meetings.

ii) Operations Support Services

The development of operations plans for recycled water treatment facilities; providing training on facility/treatment process operation; assisting with treatment facility start-up, and treatment system optimization.

iii) Regulatory Permitting Services

The development of regulatory permitting strategies for the implementation of recycled water projects; conducting assessments of distribution systems for compliance with regulatory requirements; assisting in the preparation of regulatory submittals required for the production and distribution of recycled water, and overall permitting of the projects.

D. Optional Tasks

Work on these tasks shall not be initiated without prior authorization from the SFPUC Project Manager. Note that the "not to exceed" Agreement value of \$3,700,000 specified for this project includes the budget allowances provided for these optional tasks.

- i) Harding Park Recycled Water Project – the Contractor may be requested to provide technical support during construction and startup.
- ii) Design services – the Contractor may be requested to provide optional design services for the Projects;
- iii) Presentations to the SFPUC staff and/or commission, the San Francisco Board of Supervisors, SFPUC stakeholders, and neighborhood or community meetings;
- iv) Professional consultations, expert testimonies, and peer review;
- v) Field inspections at project sites. Confined space entry may be required; and
- vi) Unusual or specific expertise on short notice, within the scope of this RFP, possibly outside of their existing contract team through an SFPUC approval process.

3. 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.

4. Reports

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

5. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC will be:
Susan Yee.

Appendix B Calculation of Charges

As part of Contractor's proposal **July 15, 2010**, Contractor submitted proposed billing rates, attached hereto as Appendix B-1 Fee Schedule Form, for the requested tasks in the Overhead and Profit Schedule, incorporated herein by reference.

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

1. Billing Rates

Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually on the anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The first adjustment may be made no earlier than the first anniversary of the effective start date. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$220 per hour, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes:

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

- 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 CS-109 is **2.8**. The EOPR OR Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subconsultant is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC)

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

The following items will be eligible for reimbursement as ODCs:

- Out-of-town travel (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano);
- Out- of town meal, travel and lodging expenses for project-related business trips, including, but not limited to:
 - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented;
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
 - Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates;
- 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);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Safety equipment.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;

- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor make-up and documentation

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

6. Subcontractor Fees:

- Subject to above restrictions
- Shall be subject to written pre-approval by the SFPUC Regional Project Manager
- Subcontractor administration markup is limited to five percent (5%) of *subconsultants' actual labor costs*.

7. Retention

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

8. Invoice Requirements

The contractor shall submit one original invoice package with the appropriate HRC reporting forms and supporting documentation to substantiate services provided and allowable ODCs. Original invoices should be sent directly to:

San Francisco Public Utilities Commission
 Contract Administration Bureau – Centralized Invoice Processing Unit
 1155 Market Street, 9th Floor
 San Francisco, CA 94103

Contractor will work with City Staff to establish an invoice format that will correlate with appropriate City reporting requirements and will be used thereafter.

All invoices must include the following information:

Contract number;
 Task Order Number;
 Purchase Order Number(s);
 Index Code(s);
 Billing Start Date; and
 Billing Ending Date.

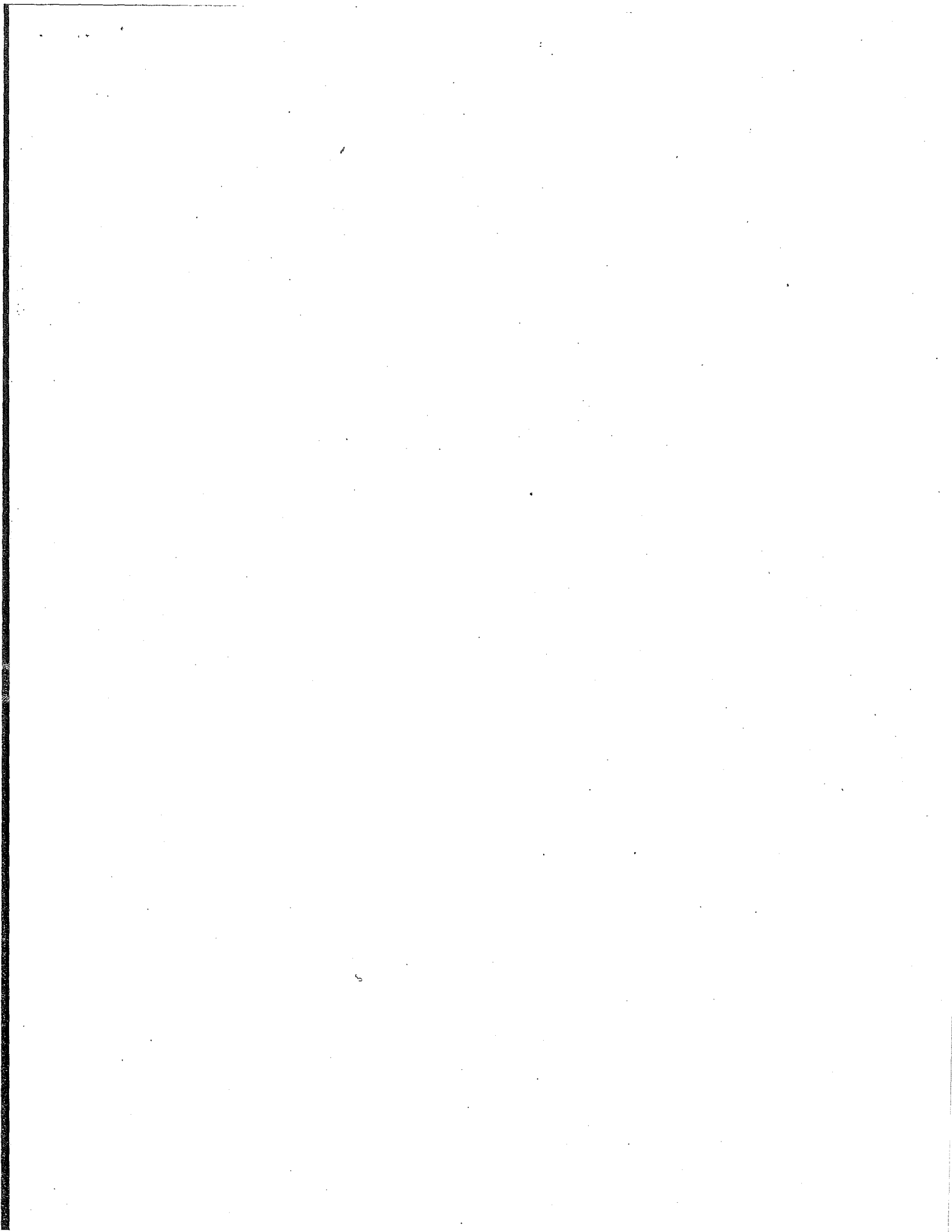
Invoice Supporting Documentation:

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.

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

HRC Form 9 "Payment Affidavit" must be sent to the Contract Administration Bureau's Centralized Invoice Processing Unit within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.



Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)(I)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
TAB A.1 WEST END RECYCLED WATER PROJECT DESIGN AND CONSTRUCTION									
A.1	Treatment Process Technical Review/Support - City Engineers will lead all aspects of the facility Detailed Design work, including treatment processes. The Consultant will provide technical expert review of treatment process related work including major collection deliverables (35, 65, 95, 100% design packages), as well as other related design topics, or participate at design meetings.	Engineer/Scientist/Specialist 8	Craig Lichty	Kennedy/Jenks	80	\$81.08	\$6,558	\$220.00	\$17,600
		Engineer/Scientist/Specialist 8	Jodi Faller	Kennedy/Jenks	10	\$72.00	\$720	\$220.00	\$2,200
		Engineer/Scientist/Specialist 8	Dawn Taffler	Kennedy/Jenks	40	\$47.05	\$1,908	\$196.86	\$6,567
		Engineer/Scientist/Specialist 8	Kennedy Allen	Kennedy/Jenks	8	\$82.21	\$658	\$220.00	\$1,760
		Engineer/Scientist/Specialist 8	Vyacheslav "Vic" Frenkel	Kennedy/Jenks	80	\$76.20	\$6,336	\$220.00	\$17,800
		Engineer/Scientist/Specialist 8	John Wysocki	Kennedy/Jenks	20	\$78.00	\$1,560	\$220.00	\$4,400
		Engineer/Scientist/Specialist 7	Jean Dubroux	Kennedy/Jenks	10	\$64.83	\$648	\$220.00	\$2,200
		Engineer/Scientist/Specialist 7	Todd Reynolds	Kennedy/Jenks	10	\$61.11	\$611	\$213.78	\$2,138
		Engineer/Scientist/Specialist 4	Ronald Mosler	Kennedy/Jenks	10	\$38.28	\$383	\$131.80	\$1,339
		Engineer/Scientist/Specialist 4	Patrick Treanor	Kennedy/Jenks	25	\$39.25	\$981	\$137.30	\$3,432
		Engineer/Scientist/Specialist 4	Marta Cristina Correa	Kennedy/Jenks	25	\$42.00	\$1,050	\$149.92	\$3,773
		Engineer/Scientist/Specialist 3	Kagi Verma	Kennedy/Jenks	20	\$40.74	\$815	\$142.51	\$2,850
		Project Administrator	Deven Brindage	Kennedy/Jenks	2	\$30.11	\$60	\$106.32	\$211
		Engineer/Scientist/Specialist 3	James Barros	Kennedy/Jenks	20	\$33.17	\$663	\$116.03	\$2,321
		Principal	Gustavo Arbolada	WRE	20	\$75.00	\$1,500	\$220.00	\$4,400
		Principal	Bahman Sheikh	Bahman Sheikh	20	\$62.50	\$1,250	\$200.00	\$4,000
		Recycled Water Expert	Larry Schmeider	CH2MHill	10	\$63.43	\$634	\$202.88	\$2,029
		Principal Engineer	Mike Iverson	CH2MHill	20	\$97.84	\$1,957	\$220.00	\$4,400
		Recycled Water Expert	James Lottier	CH2MHill	40	\$82.82	\$3,313	\$220.00	\$8,800
		Water Treatment Engineering	Scott Boettcher	CH2MHill	20	\$66.89	\$1,338	\$220.00	\$4,400
		Operations and Maintenance	BA Gierler	CH2MHill	20	\$72.00	\$1,440	\$220.00	\$4,400
		Water Treatment Engineering	Zeynep Erdal	CH2MHill	4	\$54.19	\$217	\$173.41	\$694
		Operations and Maintenance	Brian MacDonaki	CH2MHill	20	\$56.84	\$1,133	\$181.25	\$3,825
		Wastewater/MBR Expert	George Crawford	CH2MHill	4	\$58.20	\$233	\$220.00	\$880
		Principal	Dere Smith	Meritt Smith Consulting	40	\$81.50	\$3,260	\$220.00	\$8,800
Cad Operator	Pavle Furmanikow	CADNET	20	\$39.00	\$780	\$65.00	\$1,300		
Cad Operator	Ela Thach	CADNET	10	\$39.00	\$390	\$65.00	\$650		
Cad Operator	Pek Furmanik	CADNET	10	\$39.00	\$390	\$65.00	\$650		
TAB A.1 TOTAL					618	\$1,711.54	\$40,604	\$4,978.08	\$117,419

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(I)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
TASK A WESTSIDE RECYCLED WATER PROJECT (SCHEDULED CONSTRUCTION)									
		Engineer/Scientist/Specialist 8	Craig Uchty	Kennedy/Jenks	80	\$41.88	\$4,558	\$220.00	\$17,600
		Engineer/Scientist/Specialist 8	Joel Faller	Kennedy/Jenks	10	\$72.00	\$720	\$220.00	\$2,200
		Engineer/Scientist/Specialist 8	Owen Taffler	Kennedy/Jenks	40	\$47.85	\$1,908	\$186.68	\$8,667
		Engineer/Scientist/Specialist 8	Kerwin Allen	Kennedy/Jenks	20	\$82.21	\$1,644	\$220.00	\$4,400
		Engineer/Scientist/Specialist 8	Brad Musick	Kennedy/Jenks	120	\$67.56	\$8,107	\$220.00	\$26,400
		Engineer/Scientist/Specialist 4	Ronald Mueller	Kennedy/Jenks	50	\$38.28	\$1,914	\$133.80	\$6,695
		Engineer/Scientist/Specialist 5	Terry Hahou	Kennedy/Jenks	50	\$50.87	\$2,544	\$177.94	\$8,897
		Engineer/Scientist/Specialist 8	Vinchester "Vic" Frontal	Kennedy/Jenks	20	\$79.20	\$1,584	\$220.00	\$4,400
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60	\$105.32	\$211
		Principal	Gustavo Arboleda	WRE	40	\$75.00	\$3,000	\$220.00	\$8,800
		Senior Project Manager	Stephanie Knott	WRE	80	\$155.00	\$12,400	\$185.00	\$13,200
		Senior Project Manager	Martin Rocha	WRE	20	\$55.00	\$1,100	\$165.00	\$3,300
		IT/ANALYSIS Specialist	Ellen Blomgren	WRE	60	\$48.51	\$2,911	\$145.53	\$8,732
		Project Engineer	Laura Allen	WRE	8	\$46.85	\$375	\$140.55	\$1,124
		Project Engineer	Ken Korfkamp	WRE	18	\$43.00	\$774	\$128.00	\$2,064
		Staff Engineer	May Zhao	WRE	8	\$35.00	\$280	\$105.00	\$840
		Staff Engineer	Cynthia Cano	WRE	8	\$35.00	\$280	\$105.00	\$840
		Staff Engineer	Srichar Ponaraj	WRE	8	\$35.00	\$280	\$105.00	\$840
		Admin	Gloria Pabaa	WRE	8	\$30.00	\$240	\$90.00	\$720
		Intern	Nadja Roetaki	WRE	2	\$20.00	\$40	\$60.00	\$120
		Principal	Bahman Sheikh	Bahman Sheikh	60	\$62.50	\$3,750	\$220.00	\$12,000
		Operations and Maintenance	Brian MacDonald	CH2M	50	\$58.64	\$2,932	\$181.25	\$8,062
		Operations and Maintenance	Bill Gierer	CH2M	50	\$72.00	\$3,600	\$220.00	\$11,000
		Security Engineering	Ken Thompson	CH2M	8	\$78.31	\$626	\$220.00	\$1,780
		Principal, Sr. Water Resources Eng.	Wilfred Au	WAU & Company	40	\$92.50	\$3,700	\$220.00	\$8,800
		Principal, Reclaimed Water Engineer	Almon M. Shan	WAU & Company	40	\$85.00	\$3,400	\$220.00	\$8,800
		Community Relations	Suzanne Razo	WAU & Company	60	\$58.50	\$3,510	\$187.20	\$11,232
TASK A.2 TOTAL				TASK A.2 TOTAL	858	\$1,634.87	\$89,697	\$4,662.38	\$185,705

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)(I)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
		Engineer/Scientist/Specialist 6	Craig Lichty	Kennedy/Jenks	80	\$81.88	\$6,558	\$220.00	\$17,600
		Engineer/Scientist/Specialist 6	Joel Feltz	Kennedy/Jenks	10	\$72.00	\$720	\$220.00	\$2,200
		Engineer/Scientist/Specialist 6	Dawn Taffar	Kennedy/Jenks	40	\$47.65	\$1,906	\$168.58	\$6,667
		Engineer/Scientist/Specialist 6	Kerwin Allen	Kennedy/Jenks	10	\$62.21	\$622	\$220.00	\$2,200
		Engineer/Scientist/Specialist 7	Jason Debrock	Kennedy/Jenks	40	\$64.83	\$2,593	\$220.00	\$8,800
		Engineer/Scientist/Specialist 7	Tom Gorman	Kennedy/Jenks	184	\$61.87	\$11,183	\$215.27	\$39,767
		Engineer/Scientist/Specialist 4	Jim Charabedian	Kennedy/Jenks	60	\$39.94	\$3,596	\$138.71	\$8,323
		Engineer/Scientist/Specialist 4	Cheryl Berger	Kennedy/Jenks	80	\$39.27	\$3,142	\$137.72	\$11,018
		Engineer/Scientist/Specialist 3	Guy Carlin	Kennedy/Jenks	20	\$11.98	\$239	\$220.00	\$4,400
		Engineer/Scientist/Specialist 3	Meredith Duran	Kennedy/Jenks	20	\$67.42	\$1,348	\$220.00	\$4,400
		Engineer/Scientist/Specialist 5	Alicia Skamps	Kennedy/Jenks	20	\$40.22	\$804	\$140.68	\$2,814
		Project Administrator	Doreen Skundzke	Kennedy/Jenks	2	\$30.11	\$60	\$105.32	\$211
		Principal	Gustavo Arboleda	WRE	20	\$76.00	\$1,520	\$220.00	\$4,400
		Senior Project Manager	Martin Roche	WRE	40	\$55.00	\$2,200	\$185.00	\$7,400
		Principal	Bahman Sheikh	Bahman Sheikh	20	\$92.50	\$1,850	\$200.00	\$4,000
		Principal	Dave Smith	Merid Smith Consulting	40	\$81.50	\$3,260	\$220.00	\$8,800
		Principal Engineer	Mike Nason	CH2M	40	\$87.84	\$3,514	\$220.00	\$8,800
		Water Treatment Engineering	Mary Volase	CH2M	40	\$65.68	\$2,627	\$210.11	\$8,404
		Principal	Robert D. Whitley	Whitley Butchette	10	\$90.68	\$907	\$220.00	\$2,200
		Engineering Report	Anita Jain	Whitley Butchette	20	\$41.39	\$828	\$124.17	\$2,483
		Civil Engineer	Rosina S. Rose	Whitley Butchette	20	\$65.77	\$1,315	\$167.51	\$3,350
		Administrative Assistant	Meredith Shelds	Whitley Butchette	20	\$35.61	\$712	\$107.73	\$2,155
		Civil Engineer	Catherine Avila	Avila & Associates	20	\$76.00	\$1,520	\$202.50	\$4,050
		Civil Engineer	Ernesto A. Avila	Avila & Associates	20	\$76.00	\$1,520	\$202.50	\$4,050
		Paralegal	Sandra Etcheh	Avila & Associates	10	\$55.00	\$550	\$148.50	\$1,485
		Environmental Scientist	Josephine Chen	Avila & Associates	10	\$55.00	\$550	\$148.50	\$1,485
		Project Specialist	Maria Rice	Avila & Associates	10	\$35.00	\$350	\$84.50	\$845
		Environmental Scientist	Matt Horowitz	Avila & Associates	10	\$55.00	\$550	\$148.50	\$1,485
		Civil Engineer	Steven Jones	Avila & Associates	10	\$50.00	\$500	\$135.00	\$1,350
		Principal	Valerie Young	Valerie Young	60	\$160.00	\$9,600	\$160.00	\$9,600
				TASK A.3 TOTAL	1,002	\$1,030.81	\$97,098	\$5,348.81	\$168,491

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(H)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
		Engineer/Scientist/Specialist 6	Craig Lichy	Kennedy/Jenks	60	\$81.84	\$4,910	\$220.00	\$13,300
		Engineer/Scientist/Specialist 6	Joel Feller	Kennedy/Jenks	4	\$72.00	\$288	\$220.00	\$880
		Engineer/Scientist/Specialist 6	Drew Talbot	Kennedy/Jenks	40	\$47.65	\$1,906	\$188.88	\$7,567
		Engineer/Scientist/Specialist 6	Karvin Allen	Kennedy/Jenks	10	\$82.21	\$822	\$220.00	\$2,200
		Engineer/Scientist/Specialist 6	Mary Trill	Kennedy/Jenks	32	\$47.25	\$1,512	\$185.28	\$5,928
		Engineer/Scientist/Specialist 6	Patrick Johnston	Kennedy/Jenks	20	\$45.60	\$912	\$150.51	\$3,010
		Engineer/Scientist/Specialist 7	Jean Daboux	Kennedy/Jenks	4	\$84.83	\$339	\$220.00	\$880
		Engineer/Scientist/Specialist 7	Oragg Cummings	Kennedy/Jenks	2	\$60.01	\$120	\$209.91	\$420
		Engineer/Scientist/Specialist 5	Drew Lesley	Kennedy/Jenks	4	\$88.84	\$355	\$220.00	\$880
		Engineer/Scientist/Specialist 5	Clay Carlson	Kennedy/Jenks	2	\$81.88	\$164	\$220.00	\$440
		Engineer/Scientist/Specialist 7	Tom Gorman	Kennedy/Jenks	4	\$81.57	\$326	\$216.37	\$861
		Engineer/Scientist/Specialist 3	Julia Sorzano	Kennedy/Jenks	8	\$33.20	\$266	\$116.13	\$928
		Project Administrator	Doreen Brandage	Kennedy/Jenks	2	\$30.11	\$60	\$105.32	\$211
		Principal	Gustavo Arboleda	WRE	40	\$75.00	\$3,000	\$220.00	\$8,800
		Senior Project Manager	Stephanie Knorr	WRE	120	\$85.00	\$6,600	\$185.00	\$19,800
		Senior Project Manager	Mark Roche	WRE	20	\$95.00	\$1,900	\$185.00	\$3,700
		IT/AXXIMO Specialist	Ellen Babin	WRE	20	\$48.51	\$970	\$145.53	\$2,911
		Project Engineer	Laura Allen	WRE	40	\$48.85	\$1,954	\$140.55	\$5,522
		Project Engineer	Ken Korkamp	WRE	2	\$43.00	\$86	\$129.00	\$258
		Staff Engineer	May Zhao	WRE	2	\$35.00	\$70	\$105.00	\$210
		Staff Engineer	Cynthia Castro	WRE	40	\$35.00	\$1,400	\$105.00	\$4,200
		Staff Engineer	Sidhar Ponnam	WRE	40	\$35.00	\$1,400	\$105.00	\$4,200
		Admin	Glenn Feltan	WRE	2	\$30.00	\$60	\$90.00	\$180
		Intern	Nade Rowshani	WRE	2	\$20.00	\$40	\$60.00	\$120
		Principal	Bahman Sheikh	Bahman Sheikh	300	\$60.50	\$18,150	\$220.00	\$60,000
		Principal Engineer	Mike Iverson	CH2M	8	\$87.84	\$703	\$220.00	\$1,760
		Water Treatment Engineering	Linda MacPherson	CH2M	8	\$60.70	\$486	\$184.24	\$1,474
		Climate Change/HRG	Jacobs Keyke	CH2M	2	\$55.20	\$110	\$176.64	\$353
		Principal	Dave Smith	Meritt Smith Consulting	40	\$81.50	\$3,260	\$220.00	\$8,800
		Manager, Facilities Services	Mark Allan	Data Institute	20	\$85.80	\$1,716	\$164.00	\$3,280
		Research/Copy Writer	Barry Dugan	Data Institute	20	\$46.00	\$920	\$116.00	\$2,320
		Research/Copy Writer	Lisa Brew-Miller	Data Institute	10	\$50.00	\$500	\$128.00	\$1,280
		Principal	Chris Wang	EWM	20	\$125.00	\$2,500	\$150.00	\$3,000
		Principal	Robert Reucher	Stratus Consulting	16	\$76.25	\$1,220	\$209.85	\$3,358
		Economist	Jim Henderson	Stratus Consulting	8	\$39.81	\$318	\$111.07	\$888
		Economist	Edn Miles	Stratus Consulting	8	\$22.27	\$178	\$84.92	\$679
		Economist	Chris Callow	Stratus Consulting	8	\$34.00	\$272	\$94.86	\$759
		Principal	Natalie Macris	Natalie Macris	60	\$115.00	\$6,900	\$115.00	\$6,900
		Principal	Vivian Young	Vivian Young	40	\$180.00	\$7,200	\$180.00	\$7,200
				TASK B1.1 TOTAL	1,088	\$2,334.86	\$72,182	\$180.87	\$198,771

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)(H)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
			FAHRENHEIT/RECYCLED WATER PROJECTS/CONSTRUCTION						
		Engineer/Scientist/Specialist 8	Calig Lichy	Kennedy/Jenks	220	\$81.98	\$18,036	\$220.00	\$48,400
		Engineer/Scientist/Specialist 8	Joel Falter	Kennedy/Jenks	10	\$72.00	\$720.00	\$220.00	\$2,200
		Engineer/Scientist/Specialist 8	Dawn Taffel	Kennedy/Jenks	220	\$47.95	\$10,549	\$168.88	\$36,870
		Engineer/Scientist/Specialist 8	Kerwin Allen	Kennedy/Jenks	40	\$52.21	\$2,088	\$220.00	\$8,800
		Engineer/Scientist/Specialist 5	Mary Trill	Kennedy/Jenks	60	\$47.25	\$2,835	\$168.28	\$10,222
		Engineer/Scientist/Specialist 6	Patrick Johnston	Kennedy/Jenks	20	\$45.80	\$916.00	\$159.51	\$3,190
		Engineer/Scientist/Specialist 7	Jean DeBout	Kennedy/Jenks	18	\$84.83	\$1,527	\$220.00	\$3,960
		Engineer/Scientist/Specialist 7	Gregg Cummings	Kennedy/Jenks	18	\$60.01	\$1,080	\$209.91	\$3,758
		Engineer/Scientist/Specialist 5	Dawn Lesley	Kennedy/Jenks	8	\$66.44	\$531.52	\$220.00	\$1,760
		Engineer/Scientist/Specialist 8	Gary Carlson	Kennedy/Jenks	8	\$81.98	\$655.84	\$220.00	\$1,760
		Engineer/Scientist/Specialist 7	Tom Gorman	Kennedy/Jenks	24	\$71.57	\$1,717.68	\$215.37	\$5,168
		Engineer/Scientist/Specialist 3	Jake Sorenson	Kennedy/Jenks	40	\$33.20	\$1,328	\$118.13	\$4,745
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60.22	\$108.32	\$211
		Principal	Guillermo Aliboltes	WRE	140	\$75.00	\$10,500	\$220.00	\$30,800
		Senior Project Manager	Stephanie Knott	WRE	180	\$55.00	\$9,900	\$165.00	\$29,700
		Senior Project Manager	Marin Roche	WRE	80	\$55.00	\$4,400	\$165.00	\$13,200
		IT/AA/NO Specialist	Elan Buteman	WRE	80	\$48.51	\$3,881	\$145.53	\$11,642
		Project Engineer	Laura Allen	WRE	80	\$46.85	\$3,748	\$140.55	\$11,244
		Project Engineer	Ken Korkkamp	WRE	80	\$43.00	\$3,440	\$128.00	\$10,240
		Staff Engineer	May Zhao	WRE	40	\$35.00	\$1,400	\$108.00	\$4,320
		Staff Engineer	Cynthia Cano	WRE	80	\$33.00	\$2,640	\$155.00	\$12,400
		Staff Engineer	Brooks Poonagaj	WRE	80	\$35.00	\$2,800	\$105.00	\$8,400
		Admin	Garie Flates	WRE	40	\$30.00	\$1,200	\$90.00	\$3,600
		Intern	Nedra Rostami	WRE	40	\$20.00	\$800	\$60.00	\$2,400
		Principal	Bahman Sheikh	Bahman Sheikh	480	\$62.50	\$30,000	\$200.00	\$96,000
		Principal Engineer	Mira Iverson	CH2MHill	20	\$87.84	\$1,757	\$220.00	\$4,400
		Water Treatment Engineering	Linda MacPherson	CH2MHill	18	\$80.70	\$1,453	\$184.24	\$3,316
		Water Resource Engineer	Rob Tull	CH2MHill	18	\$75.43	\$1,358	\$220.00	\$3,960
		Principal	Dave Smith	Merritt Smith Consulting	40	\$81.50	\$3,260	\$220.00	\$8,800
		Manager, Facilities Services	Mark Milan	Data Institute	20	\$65.60	\$1,312	\$164.00	\$3,280
		Research/Copy Writer	Bary Dugan	Data Institute	20	\$48.00	\$960	\$115.00	\$2,300
		Research/Copy Writer	Lisa Brew-Miller	Data Institute	10	\$50.00	\$500	\$125.00	\$1,250
		Principal, Irrigation and Horticultural Analysis	Chris Willig	EWB	20	\$125.00	\$2,500	\$150.00	\$3,000
		Principal Consultant	Alex Handers	Barbe Wells	40	\$10.87	\$434.80	\$200.00	\$8,000
		Principal Consultant	Thomas Gaffney	Barbe Wells	20	\$10.87	\$217.40	\$200.00	\$4,000
		Principal	Robert Reucher	Stratus Consulting	40	\$78.25	\$3,130	\$209.95	\$8,398
		Economist	Jim Hendertson	Stratus Consulting	20	\$38.91	\$778	\$111.07	\$2,221
		Economist	Jared Clements	Stratus Consulting	20	\$30.77	\$615	\$85.85	\$1,717
		Economist	Jody Jarrings	Stratus Consulting	20	\$22.00	\$440	\$61.38	\$1,228
		Principal	Natalie Macris	Natalie Macris	80	\$115.00	\$9,200	\$115.00	\$9,200
		Principal	Natalie Saylor	Saylor Consulting	8	\$61.80	\$494	\$165.01	\$1,320
		Project Manager	Brad Saylor	Saylor Consulting	40	\$59.57	\$2,383	\$159.05	\$6,362
		Chief Estimator	Mike Kruecher	Saylor Consulting	20	\$60.77	\$1,215	\$182.26	\$3,645
		Senior Estimator	Waven Miller	Saylor Consulting	10	\$55.84	\$558	\$148.00	\$1,480
		Senior Mechanical	Jody Brumfield	Saylor Consulting	10	\$55.84	\$558	\$148.00	\$1,480
		Senior Mechanical	Arnold Levine	Saylor Consulting	10	\$58.84	\$588	\$148.00	\$1,480
		Estimator	Jeff Saylor	Saylor Consulting	10	\$38.35	\$383	\$102.38	\$1,024
		Estimator	Sean Erill	Saylor Consulting	10	\$35.64	\$356	\$98.16	\$982
		Technical Services Coordinator	Yoram Mohr	Saylor Consulting	18	\$29.49	\$531	\$78.74	\$1,417
		Administrator	Administrator	Saylor Consulting	2	\$22.71	\$45	\$60.84	\$120
		Principal	Valeia Young	Valeia Young	40	\$180.00	\$7,200	\$150.00	\$6,000
		Principal, Sr. Water Resources Engr.	Winfred Au	WAU & Company	40	\$62.50	\$2,500	\$220.00	\$8,800
		Principal, Reclaimed Water Engineer	Alison M. Shen	WAU & Company	40	\$85.00	\$3,400	\$220.00	\$8,800
		Community Relations	Suzanne Rezo	WAU & Company	20	\$53.50	\$1,070	\$187.20	\$3,744
			TASK B1.2 TOTAL		2,770		\$3,203.78	\$168,745	\$6,637.49

**Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
 FEE SCHEDULE**

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$ = (F)*(G))	Billing Rate (\$/hour)	Actual Labor Cost (\$ = (F)*(I))		
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]		
B1.3	Conceptual Engineering Services The development of recycled water project design criteria for treatment facility components and distribution system hydraulics (pumping, conveyance, storage, etc.), hydraulic analysis required to establish project design criteria, conceptual design of recycled water unit treatment process including development of treatment process schematics, identification and conceptual design of modifications needed in existing wastewater facilities, evaluation of equipment vendors/options, development of equipment procurement strategy preparation of Conceptual Engineering chapters and cost estimates related to treatment processes, and hydraulic design criteria. City Engineers will lead the preparation of the Conceptual Engineering Report, and will provide the remaining services to complete the work.	Engineer/Scientist/Specified 8	Craig Leiby	Kennedy/Jenks	120	\$18.88	\$2,265.60	\$220.00	\$26,400.00		
		Engineer/Scientist/Specified 8	Joel Faller	Kennedy/Jenks	8	\$72.00	\$576.00	\$220.00	\$1,760.00		
		Engineer/Scientist/Specified 8	Drew Tarbell	Kennedy/Jenks	80	\$47.05	\$3,764.00	\$168.68	\$13,934.00		
		Engineer/Scientist/Specified 8	Kevin Apat	Kennedy/Jenks	24	\$82.21	\$1,973.04	\$220.00	\$5,280.00		
		Engineer/Scientist/Specified 8	Alan Zelenka	Kennedy/Jenks	4	\$64.58	\$258.32	\$220.00	\$880.00		
		Engineer/Scientist/Specified 5	Mary Tral	Kennedy/Jenks	80	\$47.25	\$3,780.00	\$165.28	\$13,222.00		
		Engineer/Scientist/Specified 6	Patrick Johnston	Kennedy/Jenks	10	\$42.80	\$428.00	\$150.00	\$1,500.00		
		Engineer/Scientist/Specified 7	Jean Delcor	Kennedy/Jenks	24	\$64.93	\$1,558.32	\$220.00	\$5,280.00		
		Engineer/Scientist/Specified 7	Gregg Cummings	Kennedy/Jenks	40	\$40.01	\$1,600.40	\$204.81	\$8,192.40		
		Engineer/Scientist/Specified 8	Vyacheslav "Vaf" Frankal	Kennedy/Jenks	4	\$79.20	\$316.80	\$220.00	\$880.00		
		Engineer/Scientist/Specified 9	Greg Chubb	Kennedy/Jenks	2	\$51.08	\$102.16	\$220.00	\$440.00		
		Engineer/Scientist/Specified 7	Tom Gorman	Kennedy/Jenks	40	\$61.57	\$2,462.80	\$215.37	\$8,615.00		
		Engineer/Scientist/Specified 3	Juda Sorrentin	Kennedy/Jenks	40	\$33.20	\$1,328.00	\$116.13	\$4,645.00		
		Engineer/Scientist/Specified 8	John Wiedman	Kennedy/Jenks	16	\$78.00	\$1,248.00	\$220.00	\$3,520.00		
		Engineer/Scientist/Specified 8	Mike Joyce	Kennedy/Jenks	8	\$72.31	\$578.48	\$220.00	\$1,760.00		
		Engineer/Scientist/Specified 7	Mike Barnes	Kennedy/Jenks	18	\$87.00	\$1,566.00	\$220.00	\$3,960.00		
		Engineer/Scientist/Specified 7	Todd Remick	Kennedy/Jenks	6	\$61.11	\$366.66	\$215.76	\$1,294.56		
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60.22	\$60.00	\$120.00		
		Principal	Gustavo Arcoleto	WRE	40	\$75.00	\$3,000.00	\$220.00	\$8,800.00		
		Senior Project Manager	Stephanie Scott	WRE	20	\$55.00	\$1,100.00	\$165.00	\$3,300.00		
		Project Engineer	Laura Allen	WRE	40	\$46.85	\$1,874.00	\$140.55	\$5,622.00		
		Project Engineer	Ken Kortkamp	WRE	20	\$43.00	\$860.00	\$128.00	\$2,560.00		
		Staff Engineer	Mary Zhao	WRE	20	\$35.00	\$700.00	\$105.00	\$2,100.00		
		Staff Engineer	Cynthia Coope	WRE	18	\$35.00	\$630.00	\$105.00	\$1,890.00		
		Staff Engineer	Sidher Penzajal	WRE	4	\$35.00	\$140.00	\$105.00	\$420.00		
		Admin	Geoffa Feltus	WRE	4	\$30.00	\$120.00	\$60.00	\$240.00		
		Principal	Bahman Sheikh	Bahman Sheikh	220	\$62.50	\$13,750.00	\$200.00	\$44,000.00		
		Principal	Recycled Water Expert	Larry Schindler	CH2MHill	10	\$63.43	\$634.30	\$202.68	\$2,026.80	
		Principal Engineer	Mike Inneson	CH2MHill	4	\$87.84	\$351.36	\$220.00	\$880.00		
		Recycled Water Expert	Janice Lacher	CH2MHill	2	\$82.82	\$165.64	\$220.00	\$440.00		
		Water Treatment Engineering	Scott Swartz	CH2MHill	2	\$99.89	\$199.78	\$140.00	\$280.00		
		Operations and Maintenance	Bill Garne	CH2MHill	2	\$72.00	\$144.00	\$220.00	\$440.00		
		Water Treatment Engineering	Zeynep Erdal	CH2MHill	2	\$54.19	\$108.38	\$173.41	\$346.82		
		Operations and Maintenance	Brian MacDonald	CH2MHill	2	\$86.84	\$173.68	\$113.00	\$226.00		
		Watermeter Engineering	Anne Kerkkamp	CH2MHill	2	\$70.04	\$140.08	\$220.00	\$440.00		
		Senior Water Resources Engineer	Rob Tull	CH2MHill	2	\$75.43	\$150.86	\$220.00	\$440.00		
		Principal	Dave Smith	Meritt Smith Consulting	40	\$81.50	\$3,260.00	\$220.00	\$8,800.00		
		Principal, Irrigation and Horticultural Analysis	Chico Webb	EWM	40	\$125.00	\$5,000.00	\$150.00	\$6,000.00		
		Irrigation Specialist	Gary Lahn	EWM	40	\$125.00	\$5,000.00	\$150.00	\$6,000.00		
		Advisor	John Whitcomb	EWM	20	\$125.00	\$2,500.00	\$150.00	\$3,000.00		
		Principal Consultant	Alan Hinds	Burke Wells	20	\$76.87	\$1,537.40	\$200.00	\$4,000.00		
		Principal Consultant	Thomas Gaffney	Burke Wells	20	\$76.87	\$1,537.40	\$200.00	\$4,000.00		
		Principal	G. Neal Neelakantan, Ph.D., P.E., G.E.	GTC	24	\$73.30	\$1,759.20	\$220.00	\$5,280.00		
		Associate/Senior Engineer	Doreen van Hest, P.E., G.E.	GTC	60	\$61.35	\$3,681.00	\$186.52	\$11,178.00		
		Project Engineer	Dustin Agnew	GTC	80	\$33.32	\$2,665.60	\$108.62	\$8,690.00		
		Principal	Nicole Taylor	Saylor Consulting	2	\$61.80	\$123.60	\$165.01	\$330.02		
		Project Manager	Brad Saylor	Saylor Consulting	40	\$58.67	\$2,346.80	\$158.05	\$6,322.00		
		Chief Estimator	Mike Kolcher	Saylor Consulting	10	\$60.77	\$607.70	\$162.26	\$1,622.60		
		Senior Estimator	Drew Claverenger	Saylor Consulting	10	\$57.84	\$578.40	\$154.43	\$1,544.30		
		Senior Estimator	Quinn Farberman	Saylor Consulting	2	\$55.84	\$111.68	\$144.06	\$288.12		
		Senior Mechanical	John Jordan	Saylor Consulting	10	\$55.84	\$558.40	\$149.09	\$1,490.90		
		Senior Electrical	Kevin O'Neil	Saylor Consulting	2	\$55.84	\$111.68	\$149.09	\$298.18		
		Estimator	Mohesh Sawant	Saylor Consulting	10	\$35.24	\$352.40	\$95.16	\$951.60		
		Technical Services Coordinator	Yoram Mahr	Saylor Consulting	2	\$29.49	\$58.98	\$74.74	\$149.48		
		Administrator	Administrator	Saylor Consulting	2	\$22.71	\$45.42	\$59.84	\$119.68		
		Pr. Principal	Fu-Lien (Henry) Chang	Structus	4	\$85.00	\$340.00	\$220.00	\$880.00		
		Principal	Donald Chappell	Structus	8	\$68.00	\$544.00	\$203.55	\$1,628.40		
		Project Engineer	Burhan Rajjina	Structus	2	\$44.00	\$88.00	\$128.80	\$257.60		
		Project Engineer	Masoud Jiri	Structus	24	\$44.00	\$1,056.00	\$128.80	\$3,086.40		
		Principal, Sr. Water Resources Eng.	Wilfred Au	WAU & Company	20	\$92.50	\$1,850.00	\$220.00	\$4,400.00		
		Principal, Reclaimed Water Engineer	Almon H. Shen	WAU & Company	40	\$85.00	\$3,400.00	\$220.00	\$8,800.00		
		Community Relations	Suzanne Reza	WAU & Company	20	\$58.50	\$1,170.00	\$187.20	\$3,744.00		
		TASK B1.3 TOTAL					1,602	\$3,819.37	\$97,142	\$10,815,000	\$271,454

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
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FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(H)	
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	
		Engineer/Scientist/Specialist 8	Craig Leiby	Kennedy/Jenks	120	\$81.68	\$9,802	\$220.00	\$26,400	
		Engineer/Scientist/Specialist 8	Joel Falar	Kennedy/Jenks	20	\$72.00	\$1,440	\$220.00	\$4,400	
		Engineer/Scientist/Specialist 8	Dawn Taylor	Kennedy/Jenks	180	\$47.85	\$7,824	\$166.68	\$29,989	
		Engineer/Scientist/Specialist 8	Kenneth Allen	Kennedy/Jenks	40	\$82.21	\$3,288	\$220.00	\$8,880	
		Engineer/Scientist/Specialist 8	Vyacheslav Vaf Frenkel	Kennedy/Jenks	200	\$78.20	\$15,640	\$220.00	\$44,000	
		Engineer/Scientist/Specialist 8	John Wyckoff	Kennedy/Jenks	40	\$78.00	\$3,120	\$220.00	\$8,800	
		Engineer/Scientist/Specialist 7	Jean Delgros	Kennedy/Jenks	80	\$64.83	\$5,186	\$220.00	\$17,600	
		Engineer/Scientist/Specialist 4	Todd Remolde	Kennedy/Jenks	180	\$61.11	\$9,778	\$133.78	\$24,082	
		Engineer/Scientist/Specialist 4	Ronald Mosler	Kennedy/Jenks	80	\$38.28	\$3,062	\$133.90	\$10,712	
		Engineer/Scientist/Specialist 4	Patrick Treaner	Kennedy/Jenks	240	\$38.25	\$9,180	\$133.30	\$32,051	
		Engineer/Scientist/Specialist 4	Nancy Chabba Correa	Kennedy/Jenks	120	\$42.09	\$5,050	\$144.82	\$17,378	
		Engineer/Scientist/Specialist 5	Karl Verma	Kennedy/Jenks	40	\$40.74	\$1,630	\$142.51	\$5,700	
		Engineer/Scientist/Specialist 3	Janee Barlow	Kennedy/Jenks	20	\$33.17	\$663	\$116.03	\$2,321	
		Project Administrator	Doreen Brandtge	Kennedy/Jenks	2	\$30.11	\$60	\$106.32	\$211	
		Principal	Gustavo Albores	WRE	60	\$75.00	\$4,500	\$220.00	\$13,200	
B1.4	Treatment Process Pilot Testing - The design, procurement, and installation of pilot unit equipment, start-up, troubleshooting, decommissioning/removal of equipment, and specialized laboratory services. City Engineers will take the lead in developing testing plan, and providing staffing to run the pilot. Consultant to provide technical experts to review testing plan, and pilot results, and provide other support in the testing program, as requested.	Principal	Bahman Sheikh	Bahman Sheikh	60	\$82.50	\$5,000	\$200.00	\$16,000	
		Recycled Water Expert	Larry Schmolzer	CH2MHill	80	\$63.43	\$5,074	\$220.00	\$18,234	
		Principal Engineer	Mike Ineson	CH2MHill	40	\$97.84	\$3,914	\$220.00	\$8,800	
		Recycled Water Expert	James Luster	CH2MHill	200	\$82.82	\$16,564	\$220.00	\$44,000	
		Water Treatment Engineering	Scott Swartzler	CH2MHill	80	\$69.89	\$5,591	\$220.00	\$17,600	
		Operations and Maintenance	Bill Glass	CH2MHill	80	\$72.00	\$5,760	\$220.00	\$17,600	
		Water Treatment Engineering	Zeynep Erdal	CH2MHill	40	\$54.10	\$2,164	\$173.41	\$6,936	
		Pilot Testing and Alternative Analysis	Bill Belsky	CH2MHill	40	\$48.16	\$1,926	\$220.00	\$8,800	
		Operations and Maintenance	Brian MacDonald	CH2MHill	80	\$56.64	\$4,531	\$181.25	\$14,500	
		Principal	Dave Smith	Meritt Smith Consulting	20	\$81.50	\$1,630	\$220.00	\$4,400	
		Cad Operator	Paula Furmanek	CADNET	20	\$39.00	\$780	\$65.00	\$1,300	
		Cad Operator	Efe Tash	CADNET	10	\$39.00	\$390	\$65.00	\$650	
		Cad Operator	Pat Furmanek	CADNET	10	\$39.00	\$390	\$65.00	\$650	
					TASK B1.4 TOTAL	2,162	\$1,799.60	\$135,728	\$4,976.08	\$411,079

**Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
 FEE SCHEDULE**

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)(J)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
		Engineer/Scientist/Specialist 8	Chris Lichty	Kennedy/Jenks	60	\$81.98	\$5,558	\$220.00	\$17,800
		Engineer/Scientist/Specialist 6	Jon Faller	Kennedy/Jenks	20	\$72.00	\$1,440	\$220.00	\$4,400
		Engineer/Scientist/Specialist 6	Dawn Taffer	Kennedy/Jenks	40	\$47.65	\$1,906	\$166.68	\$6,667
		Engineer/Scientist/Specialist 8	Kerwin Allen	Kennedy/Jenks	4	\$82.21	\$329	\$220.00	\$886
		Engineer/Scientist/Specialist 8	Wyndolyn "Viv" Frenkel	Kennedy/Jenks	40	\$74.20	\$2,968	\$220.00	\$8,800
		Engineer/Scientist/Specialist 8	John Wyckoff	Kennedy/Jenks	4	\$78.00	\$312	\$220.00	\$880
		Engineer/Scientist/Specialist 7	Jean Dubroux	Kennedy/Jenks	12	\$64.83	\$778	\$220.00	\$2,640
		Engineer/Scientist/Specialist 7	Todd Reynolds	Kennedy/Jenks	40	\$61.11	\$2,444	\$215.76	\$8,551
		Engineer/Scientist/Specialist 4	Ronald Klopper	Kennedy/Jenks	32	\$38.28	\$1,225	\$133.90	\$4,285
		Engineer/Scientist/Specialist 4	Patrick Tiscantor	Kennedy/Jenks	16	\$30.25	\$484	\$137.30	\$2,197
		Engineer/Scientist/Specialist 4	Maria Cristina Correa	Kennedy/Jenks	16	\$42.00	\$672	\$166.82	\$2,351
		Engineer/Scientist/Specialist 3	Karl Verms	Kennedy/Jenks	4	\$40.74	\$163	\$142.51	\$570
		Engineer/Scientist/Specialist 3	James Barlow	Kennedy/Jenks	2	\$53.17	\$96	\$116.03	\$232
		Project Administrator	Doreen Brandt	Kennedy/Jenks	2	\$30.11	\$60	\$105.32	\$211
		Principal	Gustavo Alboledo	WRE	20	\$75.00	\$1,500	\$220.00	\$4,400
		Principal	Bahman Sheikh	Bahman Sheikh	20	\$62.50	\$1,250	\$200.00	\$4,000
		Recycled Water Expert	Larry Schneider	CH2MHill	40	\$83.43	\$3,337	\$209.88	\$8,119
		Principal Engineer	Mike Iverson	CH2MHill	40	\$87.84	\$3,514	\$220.00	\$8,800
		Recycled Water Expert	James Lusk	CH2MHill	20	\$82.82	\$1,656	\$220.00	\$4,400
		Water Treatment Engineering	Scott Swartzler	CH2MHill	20	\$89.89	\$1,798	\$220.00	\$4,400
		Operations and Maintenance	Bill Glawe	CH2MHill	20	\$72.00	\$1,440	\$220.00	\$4,400
		Water Treatment Engineering	Zeynep Erdal	CH2MHill	10	\$54.18	\$542	\$173.41	\$1,734
		Operations and Maintenance	Brian MacDonald	CH2MHill	20	\$56.64	\$1,133	\$181.25	\$3,625
		Principal	Dave Smith	Meritt Smith Consulting	20	\$81.50	\$1,630	\$220.00	\$4,400
		Cad Operator	Eleonora Hayden	CADNET	10	\$38.00	\$380	\$65.00	\$650
		Cad Operator	Robert Frolo	CADNET	10	\$38.00	\$380	\$65.00	\$650
		Cad Operator	Jane Woodman	CADNET	10	\$38.00	\$380	\$65.00	\$650
				TASK B2.1 TOTAL	574		\$18,134	\$4,788.05	\$110,481

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[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]		
		WATER RECYCLING PROJECT (DEMOM AND CONSTRUCTION)									
		Engineer/Scientist/Specialist 8	Craig Lichy	Kennedy/Jenks	80	\$31.88	\$2,550.40	\$220.00	\$17,600.00		
		Engineer/Scientist/Specialist 8	Joel Falter	Kennedy/Jenks	2	\$72.00	\$144.00	\$220.00	\$440.00		
		Engineer/Scientist/Specialist 8	Dawn Taffer	Kennedy/Jenks	40	\$47.65	\$1,906.00	\$166.88	\$6,675.20		
		Engineer/Scientist/Specialist 8	Karvin Allen	Kennedy/Jenks	40	\$42.21	\$1,688.40	\$220.00	\$8,800.00		
		Engineer/Scientist/Specialist 8	Brian Masick	Kennedy/Jenks	140	\$27.50	\$3,850.00	\$220.00	\$30,800.00		
		Engineer/Scientist/Specialist 5	Ronald Mosler	Kennedy/Jenks	100	\$34.28	\$3,428.00	\$133.90	\$13,390.00		
		Engineer/Scientist/Specialist 5	Terry Markou	Kennedy/Jenks	40	\$50.87	\$2,034.80	\$177.84	\$7,113.60		
		Engineer/Scientist/Specialist 8	Vishwanath "Vij" Pratikal	Kennedy/Jenks	18	\$78.20	\$1,407.60	\$220.00	\$3,960.00		
		Project Administrator	Doreen Burdage	Kennedy/Jenks	2	\$30.11	\$60.22	\$165.32	\$330.64		
		Principal	Gustavo A. Bolesta	WRE	40	\$75.00	\$3,000.00	\$220.00	\$8,800.00		
		Senior Project Manager	Stephanie Knott	WRE	80	\$65.00	\$5,200.00	\$165.00	\$13,200.00		
		Senior Project Manager	Marin Rocha	WRE	20	\$55.00	\$1,100.00	\$165.00	\$3,300.00		
		IT/AXIMO Specialist	Elan Bulevan	WRE	80	\$48.61	\$3,888.80	\$142.53	\$11,402.40		
		Project Engineer	Laura Allen	WRE	10	\$48.35	\$483.50	\$140.55	\$1,405.50		
		Project Engineer	Ken Kordamp	WRE	2	\$43.00	\$86.00	\$125.00	\$250.00		
		Staff Engineer	Ray Zhao	WRE	18	\$35.00	\$630.00	\$105.00	\$1,890.00		
		Staff Engineer	Cynthia Cano	WRE	2	\$35.00	\$70.00	\$105.00	\$210.00		
		Staff Engineer	Sridhar Ponangi	WRE	2	\$35.00	\$70.00	\$105.00	\$210.00		
		Admin	Giada Dallas	WRE	2	\$30.00	\$60.00	\$60.00	\$120.00		
		Admin	Nadia Roetala	WRE	2	\$20.00	\$40.00	\$60.00	\$120.00		
		Principal	Bahman Sheikh	Bahman Sheikh	20	\$22.50	\$450.00	\$200.00	\$4,000.00		
		Operations and Maintenance	Brian MacDonald	CH2MHill	100	\$50.64	\$5,064.00	\$161.25	\$16,125.00		
		Operations and Maintenance	Bill Glezer	CH2MHill	80	\$72.00	\$5,760.00	\$220.00	\$17,600.00		
		Security Engineering	Ken Thompson	CH2MHill	20	\$78.31	\$1,566.20	\$220.00	\$4,400.00		
		Principal, Sr. Water Resource Engr.	Winfred Au	WAU & Company	20	\$22.50	\$450.00	\$220.00	\$4,400.00		
		Principal, Reclaimed Water Engineer	Alison M. Shan	WAU & Company	40	\$65.00	\$2,600.00	\$220.00	\$8,800.00		
		Community Relations	Susana Rizzo	WAU & Company	20	\$58.90	\$1,178.00	\$187.20	\$3,744.00		
		TASK B2.2 TOTAL					994	\$1,634.67	\$61,891	\$4,562.38	\$187,710

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
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FEE SCHEDULE

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
B2.3	Regulatory Permitting Services - development of regulatory permitting strategies for the implementation of recycled water projects; conducting assessments of distribution systems for compliance with regulatory requirements; assisting in the preparation of regulatory submittals required for the production and distribution of recycled water, and overall permitting of the projects.	Engineer/Scientist/Specialist 8	Craig Leiby	Kennedy/Jenks	240	\$81.68	\$19,603.20	\$220.00	\$52,800.00
		Engineer/Scientist/Specialist 8	Jed Faler	Kennedy/Jenks	8	\$72.00	\$576.00	\$220.00	\$1,760.00
		Engineer/Scientist/Specialist 8	Dawn Taffler	Kennedy/Jenks	220	\$47.65	\$10,483.00	\$168.00	\$36,870.00
		Engineer/Scientist/Specialist 8	Karwin Alan	Kennedy/Jenks	40	\$82.21	\$3,288.40	\$220.00	\$8,800.00
		Engineer/Scientist/Specialist 7	Sean Delozos	Kennedy/Jenks	40	\$64.93	\$2,597.20	\$220.00	\$8,800.00
		Engineer/Scientist/Specialist 7	Tom Gossan	Kennedy/Jenks	280	\$61.57	\$17,240.00	\$218.37	\$60,304.00
		Engineer/Scientist/Specialist 4	JJ Chamberlain	Kennedy/Jenks	80	\$39.94	\$3,195.20	\$138.71	\$11,177.00
		Engineer/Scientist/Specialist 4	Cathy Berger	Kennedy/Jenks	240	\$39.37	\$9,448.80	\$139.72	\$33,092.00
		Engineer/Scientist/Specialist 9	Olav Carlson	Kennedy/Jenks	20	\$81.98	\$1,639.60	\$220.00	\$4,400.00
		Engineer/Scientist/Specialist 7	Sachiko Egashi	Kennedy/Jenks	120	\$62.12	\$7,454.40	\$217.30	\$26,075.00
		Engineer/Scientist/Specialist 8	Marvin Dornett	Kennedy/Jenks	40	\$67.42	\$2,696.80	\$220.00	\$8,800.00
		Engineer/Scientist/Specialist 4	Maria Chedra Corra	Kennedy/Jenks	80	\$42.00	\$3,360.00	\$148.92	\$11,933.00
		Engineer/Scientist/Specialist 5	Akshita Shams	Kennedy/Jenks	80	\$40.22	\$3,217.60	\$140.89	\$11,255.00
		Project Administrator	Doreen Brundage	Kennedy/Jenks	80	\$30.11	\$2,408.80	\$105.32	\$8,318.00
		Principal	Gustavo Arboleda	WRE	20	\$75.00	\$1,500.00	\$220.00	\$4,400.00
		Senior Project Manager	Marin Rocha	WRE	40	\$55.00	\$2,200.00	\$165.00	\$6,600.00
		Project Engineer	Laura Abert	WRE	20	\$46.85	\$937.00	\$140.55	\$2,811.00
		Project Engineer	Ken Kodlamp	WRE	40	\$43.00	\$1,720.00	\$129.00	\$5,160.00
		Staff Engineer	May Zhao	WRE	20	\$35.00	\$700.00	\$105.00	\$2,100.00
		Staff Engineer	Cynthia Cano	WRE	24	\$35.00	\$840.00	\$105.00	\$2,520.00
		Principal	Bahman Sheikh	Bahman Sheikh	140	\$62.50	\$8,750.00	\$200.00	\$28,000.00
		Principal	Dave Smith	Merit Smith Consulting	180	\$81.50	\$14,670.00	\$220.00	\$39,600.00
		Principal Engineer	Mika Ineson	CH2MHill	40	\$87.84	\$3,513.60	\$220.00	\$8,800.00
		Water Treatment Engineering	May Volante	CH2MHill	40	\$65.85	\$2,634.00	\$210.11	\$8,404.00
		Principal	Robert D. Whitley	Whitley Burdette	40	\$90.66	\$3,626.40	\$220.00	\$8,800.00
		Engineering Report	Anita Jain	Whitley Burdette	80	\$41.39	\$3,311.20	\$124.17	\$9,934.00
		CH2 Engineer	Roanne G. Ross	Whitley Burdette	80	\$65.77	\$5,261.60	\$187.31	\$15,785.00
		Administrative Assistant	Suzanne Baccaluso	Whitley Burdette	80	\$22.52	\$1,801.60	\$67.58	\$5,405.00
		CH2 Engineer	Catherine Avila	Avia & Associates	20	\$75.00	\$1,500.00	\$202.50	\$4,050.00
		CH2 Engineer	Ernesto A. Avila	Avia & Associates	24	\$75.00	\$1,800.00	\$202.50	\$4,860.00
		Irrigation Specialist	James Eddy	Avia & Associates	18	\$60.00	\$1,080.00	\$182.00	\$3,276.00
		Permit Specialist	Sandra Etchehall	Avia & Associates	40	\$55.00	\$2,200.00	\$148.50	\$5,940.00
		Environmental Scientist	Jonathan Silva	Avia & Associates	18	\$55.00	\$990.00	\$148.50	\$2,673.00
		Landscape Architect	Ross Walls	Avia & Associates	18	\$65.00	\$1,170.00	\$175.50	\$3,159.00
		CH2 Engineer	Steven Jones	Avia & Associates	16	\$50.00	\$800.00	\$135.00	\$2,160.00
		Principal	Valerie Young	Valerie Young	210	\$160.00	\$33,600.00	\$160.00	\$33,600.00
		Principal	G. Neal Healdorfer, Ph.D., P.E., G.E.	GTC	8	\$70.38	\$563.04	\$220.00	\$1,760.00
		Senior Engineer	Neil Sig, P.E., G.E.	GTC	8	\$47.75	\$382.00	\$152.80	\$1,222.00
		Senior Geologist	Arlie Patterson, P.G.	GTC	4	\$43.30	\$173.20	\$138.56	\$554.00
		Senior Engineer	Amy Johnson, P.E.	GTC	20	\$45.89	\$917.80	\$148.85	\$2,977.00
Project Engineer	Nayabir Nanda Kumar	GTC	4	\$39.85	\$159.40	\$127.52	\$510.00		
Principal, Sr. Water Resources Engr.	Wilfred Au	WAU & Company	40	\$92.50	\$3,700.00	\$220.00	\$8,800.00		
Principal, Reclaimed Water Engineer	Alison M. Shen	WAU & Company	40	\$65.00	\$2,600.00	\$220.00	\$8,800.00		
Community Relations	Suzana Razo	WAU & Company	40	\$58.50	\$2,340.00	\$187.20	\$7,488.00		
TASK B2.3 TOTAL					2,894	\$2,702.18	\$190,841	\$7,850.83	\$516,342

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
TASK D.1 - TECHNICAL SUPPORT DURING CONSTRUCTION FOR RECYCLED WATER PROJECTS									
D.1	Technical support during construction for Haydara Park Recycled Water project - provide technical support during construction and startup.	Engineer/Scientist/Specialist 6	Craig Lichy	Kennedy/Jenks	10	\$81.08	\$1,312	\$220.00	\$1,320
		Engineer/Scientist/Specialist 6	Joel Falter	Kennedy/Jenks	4	\$72.00	\$288	\$220.00	\$880
		Engineer/Scientist/Specialist 6	Dawn Taffar	Kennedy/Jenks	40	\$47.85	\$1,906	\$186.68	\$6,967
		Engineer/Scientist/Specialist 6	Kevin Allen	Kennedy/Jenks	4	\$82.21	\$329	\$220.00	\$880
		Engineer/Scientist/Specialist 8	Dabwah Hect	Kennedy/Jenks	4	\$58.96	\$232	\$203.29	\$813
		Engineer/Scientist/Specialist 7	Tom Gorman	Kennedy/Jenks	20	\$61.57	\$1,231	\$215.37	\$4,307
		Engineer/Scientist/Specialist 4	Jimmy Dang	Kennedy/Jenks	4	\$40.15	\$161	\$140.44	\$562
		Engineer/Scientist/Specialist 4	Jill Chamberlain	Kennedy/Jenks	4	\$35.94	\$144	\$138.71	\$559
		Engineer/Scientist/Specialist 4	Patrick Tysenor	Kennedy/Jenks	2	\$35.25	\$70	\$137.30	\$275
		Project Administrator	Doreen Brandage	Kennedy/Jenks	2	\$30.11	\$60	\$105.32	\$211
		Principal	Gustavo Atencio	WRE	2	\$75.00	\$150	\$220.00	\$440
		Senior Project Manager	Stephanie Knott	WRE	16	\$55.00	\$880	\$165.00	\$2,640
		Admin	Gloria Flebas	WRE	8	\$30.00	\$240	\$50.00	\$720
		Intern	Hadi Rostami	WRE	1	\$50.00	\$50	\$60.00	\$60
		Principal	Bahman Sheikh	Bahman Sheikh	5	\$62.50	\$313	\$200.00	\$1,000
		Principal	Dave Smith	Marill Smith Consulting	2	\$81.50	\$163	\$220.00	\$440
		Principal, Irrigation and Horticulture Analyst	Chie Wang	EWM	2	\$125.00	\$250	\$150.00	\$300
		Principal	Broden McDavitt	MCK	8	\$98.91	\$791	\$220.00	\$1,760
		Project Manager/Construction Mgr	Nate Gevey	MCK	24	\$60.00	\$1,440	\$141.00	\$3,384
		Project Manager/Construction Mgr	Robert Wrenstad	MCK	15	\$77.50	\$1,163	\$182.13	\$2,614
		Principal Landscape Architect	Cathy Merrill	Merrill Morris Partners	2	\$49.00	\$98	\$156.80	\$314
		Project Manager-Landscape Architect	John Potts	Merrill Morris Partners	2	\$37.00	\$74	\$118.40	\$237
		Landscape Technician I	Shawna Sayers	Merrill Morris Partners	2	\$31.00	\$62	\$98.20	\$196
		TASK D.1 TOTAL					190	\$1,355.36	\$11,478

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(J)	(K)
		Engineer/Scientist/ Specialist 8	Crash Lynch	Kennedy/Jenks	240	\$61.68	\$14,803.20	\$220.00	\$52,800.00
		Engineer/Scientist/ Specialist 8	Joel Faler	Kennedy/Jenks	20	\$72.00	\$1,440.00	\$220.00	\$4,400.00
		Engineer/Scientist/ Specialist 8	Dawn Taylor	Kennedy/Jenks	300	\$47.65	\$14,295.00	\$186.68	\$55,004.40
		Engineer/Scientist/ Specialist 8	Karim Khan	Kennedy/Jenks	20	\$62.21	\$1,244.20	\$220.00	\$4,400.00
		Engineer/Scientist/ Specialist 8	Hobson Schlarer	Kennedy/Jenks	18	\$59.50	\$1,071.00	\$187.84	\$3,381.12
		Engineer/Scientist/ Specialist 8	Patrick Johnston	Kennedy/Jenks	8	\$45.00	\$360.00	\$159.51	\$1,276.08
		Engineer/Scientist/ Specialist 7	Todd Reynolds	Kennedy/Jenks	4	\$81.11	\$324.44	\$213.76	\$855.04
		Engineer/Scientist/ Specialist 8	Bob Ryler	Kennedy/Jenks	8	\$104.00	\$832.00	\$220.00	\$1,760.00
		Engineer/Scientist/ Specialist 8	Deborah Hill	Kennedy/Jenks	18	\$54.08	\$973.44	\$203.20	\$3,657.60
		Engineer/Scientist/ Specialist 8	Fred Neal	Kennedy/Jenks	4	\$74.87	\$299.48	\$220.00	\$880.00
		Engineer/Scientist/ Specialist 7	Greg Cummings	Kennedy/Jenks	10	\$60.01	\$600.10	\$209.81	\$2,098.10
		Project Administrator	Clare Toy	Kennedy/Jenks	8	\$33.10	\$264.80	\$115.82	\$926.56
		Engineer/Scientist/ Specialist 4	Joey Dang	Kennedy/Jenks	8	\$40.15	\$321.20	\$140.44	\$1,123.52
		Engineer/Scientist/ Specialist 3	Royce Opatolo	Kennedy/Jenks	12	\$42.33	\$507.96	\$148.07	\$1,776.84
		Engineer/Scientist/ Specialist 5	Mary Trill	Kennedy/Jenks	4	\$47.25	\$189.00	\$165.28	\$661.12
		Engineer/Scientist/ Specialist 6	Vyacheslav "Yal" Frenkel	Kennedy/Jenks	8	\$74.20	\$593.60	\$220.00	\$1,760.00
		Engineer/Scientist/ Specialist 7	Don Barzoo	Kennedy/Jenks	2	\$62.61	\$125.22	\$118.01	\$236.02
		Engineer/Scientist/ Specialist 6	Sam Jamison	Kennedy/Jenks	8	\$44.10	\$352.80	\$161.26	\$1,290.08
		Engineer/Scientist/ Specialist 5	Peter Symonds	Kennedy/Jenks	2	\$36.41	\$72.82	\$127.96	\$255.92
		Engineer/Scientist/ Specialist 3	Sandy Sin	Kennedy/Jenks	16	\$29.10	\$465.60	\$101.78	\$1,628.48
		Engineer/Scientist/ Specialist 3	Eric Tam	Kennedy/Jenks	12	\$26.78	\$321.36	\$93.68	\$1,124.16
		Engineer/Scientist/ Specialist 7	Jeff Foray	Kennedy/Jenks	18	\$53.22	\$957.96	\$184.16	\$3,314.88
		Engineer/Scientist/ Specialist 7	Zachary Harris	Kennedy/Jenks	20	\$52.68	\$1,053.60	\$184.27	\$3,685.40
		Engineer/Scientist/ Specialist 5	David Rajji	Kennedy/Jenks	8	\$40.77	\$326.16	\$142.61	\$1,140.88
		Engineer/Scientist/ Specialist 4	Sean Naprud	Kennedy/Jenks	18	\$35.66	\$641.88	\$125.75	\$2,263.50
		Engineer/Scientist/ Specialist 3	Napoleon Brown	Kennedy/Jenks	8	\$40.80	\$326.40	\$142.72	\$1,141.76
		Project Administrator	Patrick Tremor	Kennedy/Jenks	24	\$39.25	\$942.00	\$137.30	\$3,295.20
		Project Administrator	Doreen Brindage	Kennedy/Jenks	40	\$35.11	\$1,404.40	\$105.32	\$4,212.80
		Engineer/Scientist/ Specialist 8	Nick Paces	Kennedy/Jenks	8	\$72.21	\$577.68	\$220.00	\$1,760.00
		Engineer/Scientist/ Specialist 8	Aime Reardon	Kennedy/Jenks	32	\$43.47	\$1,391.04	\$152.06	\$4,866.56
		Engineer/Scientist/ Specialist 8	Tony Walden	Kennedy/Jenks	8	\$67.39	\$539.12	\$220.00	\$1,760.00
		Engineer/Scientist/ Specialist 4	Alan Chan	Kennedy/Jenks	18	\$31.24	\$562.32	\$109.63	\$1,973.34
		Engineer/Scientist/ Specialist 8	Wayland Lum	Kennedy/Jenks	40	\$34.98	\$1,399.20	\$122.40	\$4,992.00
		Engineer/Scientist/ Specialist 8	Bill Rantovich	Kennedy/Jenks	2	\$68.15	\$136.30	\$220.00	\$440.00
		Engineer/Scientist/ Specialist 8	Dan Wright	Kennedy/Jenks	18	\$65.33	\$1,175.94	\$220.00	\$3,960.00
		Engineer/Scientist/ Specialist 5	Heidi Vincent	Kennedy/Jenks	4	\$42.47	\$169.88	\$152.06	\$608.24
		Engineer/Scientist/ Specialist 3	Jon Helmdahl	Kennedy/Jenks	8	\$34.04	\$272.32	\$118.07	\$944.56
		Engineer/Scientist/ Specialist 8	Jarrod Frakes	Kennedy/Jenks	4	\$51.05	\$204.20	\$178.57	\$714.28
		Engineer/Scientist/ Specialist 8	Mike Woodrich	Kennedy/Jenks	8	\$46.35	\$370.80	\$162.13	\$1,297.04
		Engineer/Scientist/ Specialist 3	Jose Mario Ochoa	Kennedy/Jenks	2	\$47.50	\$95.00	\$108.18	\$216.36
		Engineer/Scientist/ Specialist 8	Lee Chui	Kennedy/Jenks	24	\$68.80	\$1,641.60	\$220.00	\$5,280.00
		Project Administrator	Mike McLeod	Kennedy/Jenks	24	\$41.06	\$985.44	\$143.83	\$3,447.12
		Project Administrator	Michelle Limon	Kennedy/Jenks	4	\$23.07	\$92.28	\$60.70	\$242.80
		Project Administrator	Michelle Vargas	Kennedy/Jenks	8	\$22.92	\$183.36	\$80.17	\$641.36
		Engineer/Scientist/ Specialist 8	John Malady	Kennedy/Jenks	4	\$68.48	\$273.92	\$220.00	\$880.00
		Engineer/Scientist/ Specialist 8	Mike Barnes	Kennedy/Jenks	40	\$67.00	\$2,680.00	\$220.00	\$8,800.00
		Engineer/Scientist/ Specialist 8	John Wyszczol	Kennedy/Jenks	4	\$78.00	\$312.00	\$220.00	\$880.00
		Engineer/Scientist/ Specialist 8	Mike Joyce	Kennedy/Jenks	4	\$72.31	\$289.24	\$220.00	\$880.00
		Engineer/Scientist/ Specialist 7	Mark Mikowski	Kennedy/Jenks	4	\$58.35	\$233.40	\$204.11	\$816.44
		Engineer/Scientist/ Specialist 4	Jill Chantaband	Kennedy/Jenks	4	\$34.94	\$139.76	\$138.71	\$558.84
		Engineer/Scientist/ Specialist 7	Tom Gorman	Kennedy/Jenks	16	\$61.57	\$985.12	\$215.37	\$3,445.92
		Engineer/Scientist/ Specialist 4	Cathy Berger	Kennedy/Jenks	24	\$36.37	\$872.88	\$138.72	\$3,329.28
		Principal	Gustavo Arboleda	WRE	180	\$75.00	\$13,500.00	\$220.00	\$39,600.00
		Senior Project Manager	Stephanie Knott	WRE	180	\$55.00	\$9,900.00	\$105.00	\$18,900.00
		Senior Project Manager	Heidi Roche	WRE	210	\$55.00	\$11,550.00	\$105.00	\$22,050.00
		IT/AX/CMO Specialist	Evan Gutman	WRE	180	\$48.51	\$8,731.80	\$145.53	\$26,195.40
		Project Engineer	Laura Allen	WRE	210	\$48.85	\$10,258.50	\$140.55	\$29,515.50
		Project Engineer	Ken Kestamp	WRE	180	\$43.00	\$7,740.00	\$128.00	\$23,040.00
		Staff Engineer	Ray Zhao	WRE	210	\$35.00	\$7,350.00	\$105.00	\$22,050.00
		Staff Engineer	Cynthia Cano	WRE	180	\$35.00	\$6,300.00	\$105.00	\$18,900.00
		Staff Engineer	Sidhar Ponang	WRE	180	\$35.00	\$6,300.00	\$105.00	\$18,900.00
		Admin	Gloria Pallas	WRE	180	\$30.00	\$5,400.00	\$80.00	\$14,400.00
		Intern	Nadia Roschak	WRE	80	\$20.00	\$1,600.00	\$60.00	\$4,800.00
		Principal	Bahman Sheikh	Bahman Sheikh	380	\$62.60	\$23,788.00	\$200.00	\$76,000.00
		Recycled Water Expert	Larry Schmolzer	CH2MHill	10	\$93.43	\$934.30	\$202.88	\$2,028.80
		Principal Engineer	Mike Iverson	CH2MHill	6	\$67.84	\$406.64	\$220.00	\$1,320.00
		Recycled Water Expert	James Luster	CH2MHill	4	\$62.82	\$251.28	\$220.00	\$880.00
		Waterworks Engineering	Dave Giesse	CH2MHill	8	\$72.58	\$580.64	\$220.00	\$1,760.00
		Water Treatment Engineering	Scott Boyfischer	CH2MHill	8	\$65.89	\$527.12	\$220.00	\$1,760.00
		Operations and Maintenance	Bill Glerer	CH2MHill	4	\$72.00	\$288.00	\$220.00	\$880.00
		Water Treatment Engineering	Zeynep Erdal	CH2MHill	16	\$54.19	\$867.04	\$173.41	\$2,774.56
		Operations and Maintenance	Brian MacDonnell	CH2MHill	4	\$56.64	\$226.56	\$118.25	\$473.00
		Waterworks Engineering	Vivek Kumar	CH2MHill	8	\$65.15	\$521.20	\$220.00	\$1,760.00

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F)*(G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F)*(I)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[J]	
	TASK 1 - WEST COAST RECYCLED WATER PROJECT DESIGN AND CONSTRUCTION								
		Wastewater MGR Expert	Georga Crawford	CH2MHill	16	\$98.20	\$1,571	\$220.00	\$3,520
		Corrosion Engineering	Tom Fike	CH2MHill	16	\$93.26	\$1,492	\$220.00	\$3,520
		Pipeline and Pump Station Engineer	Jeff Smith	CH2MHill	16	\$76.68	\$1,217	\$220.00	\$3,520
		CEQA/Low Impact Design	Andrea Gardner	CH2MHill	4	\$56.02	\$223	\$165.06	\$743
		Utility Management Services	Rex Heiser	CH2MHill	4	\$65.25	\$261	\$206.80	\$835

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
D.2 (cont)	As-Needed Staff for Design Services (cont) - provide optional design	Project Engineer	Dustin Agnew	GTC	4	\$43.32	\$173.32	\$106.92	\$426
		Project Geologist	Stephen Hill, P.G.	GTC	2	\$33.65	\$67.30	\$107.68	\$215
		Senior Engineer	Amy Klean, P.E.	GTC	8	\$45.88	\$367.04	\$468.45	\$1,175
		Project Engineer	Nayantara Nanda Kumar	GTC	4	\$38.45	\$153.80	\$127.52	\$510
		Principal	G. Neal Huelsterman, Ph.D., P.E., G.E.	GTC	2	\$73.30	\$146.60	\$220.00	\$440
		Senior Engineer	Nick Ng, P.E., G.E.	GTC	8	\$47.75	\$382.00	\$482.00	\$1,222
		Senior Geologist	Aula Paterson, P.G.	GTC	4	\$43.30	\$173.20	\$138.56	\$554
		Senior Engineer	Mark Paterson, P.E., G.E., C.E.G.	GTC	4	\$73.30	\$293.20	\$220.00	\$880
		Document Control	Jana Swley	GTC	4	\$26.25	\$105.00	\$84.00	\$336
		Associate/Geotech Engineer	Jon Sabock, P.E., G.E.	GTC	18	\$55.78	\$1,004.04	\$178.53	\$3,216
		Staff Geologist	Megan Simpson	GTC	6	\$28.70	\$172.20	\$85.04	\$300
		Project Assistant	Tanya Tolson	GTC	8	\$17.25	\$138.00	\$55.20	\$442
		Associate/Geotech Engineer	Deron van Hoff, P.E., G.E.	GTC	18	\$61.35	\$1,104.30	\$106.32	\$5,141
		Sr. Principal	Fu-Lien (Henry) Chang	Structus	4	\$85.00	\$340.00	\$220.00	\$880
		Principal	Donald Chappell	Structus	18	\$68.00	\$1,224.00	\$203.55	\$3,272
		Project Engineer	Burhan Suljano	Structus	80	\$44.00	\$3,520.00	\$129.50	\$10,364
		Project Engineer	Masami Jin	Structus	80	\$44.00	\$3,520.00	\$129.50	\$10,364
		Cad Operator	Pavla Furmanova	CADNET	200	\$39.00	\$7,800.00	\$65.00	\$13,000
		Cad Operator	Ela Trach	CADNET	80	\$39.00	\$3,120.00	\$65.00	\$5,200
		Cad Operator	Pat Furmanek	CADNET	80	\$39.00	\$3,120.00	\$65.00	\$5,200
		Principal	Stanley T. Gray	Meridian Surveying	8	\$113.30	\$906.40	\$220.00	\$1,760
		Vice President	Giorgio Spiller	Meridian Surveying	4	\$45.33	\$181.32	\$182.92	\$732
		Project Manager	Nathan Foley	Meridian Surveying	24	\$59.30	\$1,423.20	\$186.21	\$3,988
		Survey Manager	Richard Mether	Meridian Surveying	40	\$85.33	\$3,413.20	\$182.92	\$7,317
		Survey Technician	Emly Thomas	Meridian Surveying	40	\$59.38	\$2,375.20	\$168.21	\$6,648
		Principal Landscape Architect	Cathy Merrill	Merrill Morris Partners	40	\$49.00	\$1,960.00	\$156.80	\$6,272
		Principal Landscape Architect	Daniel Monte	Merrill Morris Partners	40	\$49.00	\$1,960.00	\$156.80	\$6,272
		Project Manager - Landscape Architect	John Potts	Merrill Morris Partners	80	\$37.00	\$2,960.00	\$116.40	\$7,104
		Sr. Inception Designer	John Edwin Stevens	Merrill Morris Partners	60	\$45.05	\$2,703.00	\$138.40	\$8,304
		CAD Manager-Senior Technician	Bill Carpenter	Merrill Morris Partners	24	\$31.88	\$765.12	\$101.95	\$2,447
		Landscape Technician I	Bhavna Sapra	Merrill Morris Partners	24	\$31.00	\$744.00	\$99.20	\$2,381
		TASK D.2 TOTAL					4,690	\$5,044.78	\$229,151

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[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]
TASK D.3 - PRESENTATIONS FOR RECYCLED WATER PROJECTS									
D.3	Presentations As Requested - to the SFPUC staff and/or commission, the San Francisco Board of Supervisors, SFPUC stakeholders, and neighborhood or community meetings	Engineer/Scientist/Specialist 6	Craig Lichty	Kennedy/Jenks	20	\$91.88	\$1,840	\$220.00	\$4,400
		Engineer/Scientist/Specialist 6	Joel Feller	Kennedy/Jenks	2	\$72.00	\$144	\$220.00	\$440
		Engineer/Scientist/Specialist 6	Dawn Taffler	Kennedy/Jenks	40	\$47.65	\$1,906	\$160.00	\$6,667
		Engineer/Scientist/Specialist 6	Kerwin Allen	Kennedy/Jenks	10	\$82.21	\$822	\$220.00	\$2,200
		Engineer/Scientist/Specialist 6	Vyacheslav "Vaf" Frankel	Kennedy/Jenks	2	\$78.00	\$156	\$220.00	\$440
		Engineer/Scientist/Specialist 7	Jean Debroux	Kennedy/Jenks	2	\$64.83	\$130	\$220.00	\$440
		Engineer/Scientist/Specialist 7	Laura Kennedy	Kennedy/Jenks	2	\$53.87	\$108	\$188.44	\$377
		Engineer/Scientist/Specialist 7	Todd Reynolds	Kennedy/Jenks	2	\$91.11	\$182	\$213.76	\$428
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60	\$108.32	\$211
		Principal	Guilavo Arboleda	WRE	4	\$75.00	\$300	\$220.00	\$880
		Principal	Bahman Sheikh	Bahman Sheikh	50	\$62.50	\$3,125	\$200.00	\$10,000
		Principal Engineer	Mike Iverson	CH2MHill	5	\$87.84	\$439	\$220.00	\$1,100
		Water Treatment Engineering	Linda MacPherson	CH2MHill	5	\$80.70	\$404	\$194.24	\$971
		Principal	Dave Smith	Meritt Smith Consulting	2	\$81.50	\$163	\$220.00	\$440
		Principal	Valerie Young	Valerie Young	60	\$160.00	\$9,600	\$160.00	\$9,600
		Manager, Facilities Services	Mark Milan	Data Instructs	5	\$65.00	\$325	\$164.00	\$820
		Principal	Natalie Macrie	Natalie Macrie	2	\$115.00	\$230	\$115.00	\$230
		Principal	Shane Snyder	Shane Snyder	10	\$220.00	\$2,200	\$220.00	\$2,200
		Principal	George Tchobanoglous	George Tchobanoglous	10	\$220.00	\$2,200	\$220.00	\$2,200
		Principal	Jim Crook	Jim Crook	10	\$200.00	\$2,000	\$200.00	\$2,000
Principal	Bobbi Larson	Somach Strimosa & Dunn	10	\$92.08	\$921	\$220.00	\$2,200		
TASK D.3 TOTAL					256	\$2,013.18	\$26,899	\$4,127.44	\$48,243
D.4	Professional consultations, expert testimony, and peer review	Engineer/Scientist/Specialist 6	Craig Lichty	Kennedy/Jenks	4	\$41.68	\$167	\$220.00	\$880
		Engineer/Scientist/Specialist 6	Joel Feller	Kennedy/Jenks	2	\$72.00	\$144	\$220.00	\$440
		Engineer/Scientist/Specialist 6	Dawn Taffler	Kennedy/Jenks	8	\$47.65	\$381	\$160.00	\$1,333
		Engineer/Scientist/Specialist 6	Kerwin Allen	Kennedy/Jenks	2	\$82.21	\$164	\$220.00	\$440
		Engineer/Scientist/Specialist 6	Vyacheslav "Vaf" Frankel	Kennedy/Jenks	10	\$78.00	\$780	\$220.00	\$2,200
		Engineer/Scientist/Specialist 7	Jean Debroux	Kennedy/Jenks	2	\$64.83	\$130	\$220.00	\$440
		Engineer/Scientist/Specialist 7	Todd Reynolds	Kennedy/Jenks	8	\$91.11	\$729	\$213.76	\$1,710
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60	\$108.32	\$211
		Principal	Guilavo Arboleda	WRE	40	\$75.00	\$3,000	\$220.00	\$8,800
		Principal	Bahman Sheikh	Bahman Sheikh	40	\$62.50	\$2,500	\$200.00	\$8,000
		Principal Engineer	Mike Iverson	CH2MHill	5	\$87.84	\$439	\$220.00	\$1,100
		Water Treatment Engineering	Linda MacPherson	CH2MHill	5	\$80.70	\$404	\$194.24	\$971
		Principal	Dave Smith	Meritt Smith Consulting	2	\$81.50	\$163	\$220.00	\$440
		Principal	Valerie Young	Valerie Young	60	\$160.00	\$9,600	\$160.00	\$9,600
		Manager, Facilities Services	Mark Milan	Data Instructs	10	\$65.00	\$650	\$164.00	\$1,640
		Administrative Assistant	Administrative Assistant	Data Instructs	18	\$34.00	\$612	\$85.00	\$1,530
		Principal	Shane Snyder	Shane Snyder	10	\$220.00	\$2,200	\$220.00	\$2,200
		Principal	George Tchobanoglous	George Tchobanoglous	10	\$220.00	\$2,200	\$220.00	\$2,200
		Principal	Jim Crook	Jim Crook	10	\$200.00	\$2,000	\$200.00	\$2,000
		Principal	Bobbi Larson	Somach Strimosa & Dunn	10	\$92.08	\$921	\$220.00	\$2,200
TASK D.4 TOTAL					282	\$1,878.31	\$27,608	\$3,808.01	\$48,149

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)		
D.5	Field Inspections - at project sites including confined space entry.	Engineer/Scientist/Specialist 6	Chris Lichty	Kennedy/Jenks	4	\$11.88	\$47.52	\$220.00	\$880.00		
		Engineer/Scientist/Specialist 6	Joel Falser	Kennedy/Jenks	2	\$72.00	\$144.00	\$220.00	\$440.00		
		Engineer/Scientist/Specialist 6	Drew Taffler	Kennedy/Jenks	8	\$47.05	\$376.40	\$190.68	\$1,533.36		
		Engineer/Scientist/Specialist 6	Kevin Allen	Kennedy/Jenks	2	\$82.21	\$164.42	\$220.00	\$440.00		
		Engineer/Scientist/Specialist 3	James Barrios	Kennedy/Jenks	2	\$13.17	\$26.34	\$116.93	\$233.86		
		Engineer/Scientist/Specialist 4	Ronald Mowbray	Kennedy/Jenks	2	\$38.28	\$76.56	\$133.90	\$267.80		
		Engineer/Scientist/Specialist 7	Tom Gorman	Kennedy/Jenks	2	\$81.87	\$163.74	\$215.97	\$431.94		
		Engineer/Scientist/Specialist 9	Deborah Hart	Kennedy/Jenks	2	\$56.09	\$112.18	\$203.20	\$406.40		
		Engineer/Scientist/Specialist 4	Jimmy Dang	Kennedy/Jenks	2	\$40.15	\$80.30	\$140.44	\$280.88		
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60.22	\$106.32	\$212.64		
		Principal	Gustavo Arboleda	WRE	12	\$75.00	\$900.00	\$220.00	\$2,640.00		
		Project Engineer	Laura Allen	WRE	20	\$46.85	\$937.00	\$140.65	\$2,813.00		
		Project Engineer	Ken Kottkamp	WRE	20	\$43.00	\$860.00	\$128.00	\$2,560.00		
		Staff Engineer	May Zhao	WRE	24	\$35.00	\$840.00	\$106.00	\$2,544.00		
		Principal	Bahman Sheikh	Bahman Sheikh	5	\$62.50	\$312.50	\$200.00	\$1,000.00		
		Principal	Neal Neelakantan, Ph.D., P.E., G.E.	GTC	2	\$73.30	\$146.60	\$220.00	\$440.00		
		Senior Engineer	Amy Kileen, P.E.	GTC	4	\$45.88	\$183.52	\$146.85	\$587.40		
		Associate/Geologist	James Thurber, P.G., C.E.G., C.Hg.	GTC	18	\$63.08	\$1,135.44	\$201.79	\$3,632.22		
		Associate/Geotech. Engineer	Deron van Hoff, P.E., G.E.	GTC	2	\$81.35	\$162.70	\$186.92	\$373.84		
		Principal	Brandon McDewitt	MCK	24	\$98.91	\$2,373.84	\$220.00	\$5,280.00		
		Project Manager/Construction Mgr	Nate Garry	MCK	40	\$60.00	\$2,400.00	\$141.00	\$5,640.00		
		Project Manager/Construction Mgr	Robert Wernstedt	MCK	18	\$77.50	\$1,395.00	\$182.13	\$3,278.34		
		Cad Operator	Robert Frolo	CADNET	2	\$39.00	\$78.00	\$65.00	\$130.00		
		Principal	Stanley T. Gray	Maiden Surveying	8	\$113.30	\$906.40	\$220.00	\$1,760.00		
		Vice President	Greg Ippolito	Maiden Surveying	4	\$65.33	\$261.32	\$182.92	\$731.68		
		Project Manager	Nathan Foley	Maiden Surveying	24	\$59.38	\$1,425.12	\$168.21	\$4,037.04		
		Survey Manager	Richard Mather	Maiden Surveying	42	\$45.33	\$1,903.86	\$182.92	\$7,702.84		
		Survey Technician	Emily Thomas	Maiden Surveying	42	\$59.38	\$2,493.96	\$168.21	\$7,064.82		
		Principal Landscape Architect	Cathy Merril	Merril Morris Partners	2	\$40.00	\$80.00	\$168.80	\$337.60		
		Principal Landscape Architect	Daniel Morris	Merril Morris Partners	2	\$49.00	\$98.00	\$168.80	\$337.60		
		Project Manager/Landscape Architect I	John Pells	Merril Morris Partners	18	\$37.00	\$666.00	\$118.40	\$2,131.20		
		CAD Manager/Senior Technician	Bill Carpenter	Merril Morris Partners	2	\$31.88	\$63.76	\$101.95	\$203.90		
		Landscape Technician I	Bhavana Gupta	Merril Morris Partners	2	\$31.00	\$62.00	\$88.20	\$176.40		
Principal, Irrigation and Horticultural Analysis	Chloe Wigg	EWM	20	\$125.00	\$2,500.00	\$160.00	\$3,200.00				
TASK D.5 TOTAL					9	\$2,012.11	\$24,187.00	\$5,610.00	\$62,154.00		
D.6	Other specific technical expertise within the scope of this RFP - including unusual or specific expertise on short notice, within the scope of this RFP, possibly outside of the existing contract team through an SFPUC approval process.	Engineer/Scientist/Specialist 8	Chris Lichty	Kennedy/Jenks	40	\$91.98	\$3,679.20	\$220.00	\$8,800.00		
		Engineer/Scientist/Specialist 8	Joel Falser	Kennedy/Jenks	2	\$72.00	\$144.00	\$220.00	\$440.00		
		Engineer/Scientist/Specialist 6	Drew Taffler	Kennedy/Jenks	40	\$47.05	\$1,882.00	\$190.68	\$7,627.20		
		Engineer/Scientist/Specialist 6	Kevin Allen	Kennedy/Jenks	8	\$82.21	\$657.68	\$220.00	\$1,760.00		
		Project Administrator	Doreen Brundage	Kennedy/Jenks	2	\$30.11	\$60.22	\$106.32	\$212.64		
		Principal	Gustavo Arboleda	WRE	12	\$75.00	\$900.00	\$220.00	\$2,640.00		
		Project Engineer	Laura Allen	WRE	20	\$46.85	\$937.00	\$140.65	\$2,813.00		
		Project Engineer	Ken Kottkamp	WRE	20	\$43.00	\$860.00	\$128.00	\$2,560.00		
		Staff Engineer	May Zhao	WRE	24	\$35.00	\$840.00	\$106.00	\$2,544.00		
		Principal	Bahman Sheikh	Bahman Sheikh	5	\$62.50	\$312.50	\$200.00	\$1,000.00		
		Principal	Brandon McDewitt	MCK	24	\$98.91	\$2,373.84	\$220.00	\$5,280.00		
		Project Manager/Construction Mgr	Nate Garry	MCK	40	\$60.00	\$2,400.00	\$141.00	\$5,640.00		
		Project Manager/Construction Mgr	Robert Wernstedt	MCK	18	\$77.50	\$1,395.00	\$182.13	\$3,278.34		
		Manager, Facilitation Services	Mark Milan	Data Institute	20	\$65.00	\$1,300.00	\$164.00	\$3,280.00		
		Research/Copy Writer	Barry Dugan	Data Institute	20	\$45.00	\$900.00	\$115.00	\$2,300.00		
		Research/Copy Writer	Lisa Brown-Miller	Data Institute	10	\$50.00	\$500.00	\$125.00	\$1,250.00		
		TASK D.6 TOTAL					303	\$974.31	\$18,842.00	\$2,673.88	\$50,093.00

Agreement No. CS-109 - Specialized Engineering Services for Recycled Water Projects
 Proposal Submitted by Kennedy/Jenks Consultants - Bahman Sheikh - Water Resources Engineers, JV
FEE SCHEDULE

Task No.	Task Summary	Staff Classification	Name of Proposed Staff Person	Consultant Name	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = (F) * (G)	Billing Rate (\$/hour)	Actual Labor Cost (\$) = (F) * (I)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
STAGES WESTSIDE RECYCLED WATER PROJECTS DEMAND CONSTRUCTION									

Other Direct Costs

Cost	Description
\$5,000	Out-of-town travel
\$5,000	Out-of-town meals, travel and lodging expenses
\$20,000	Specialty printing
\$0	Specify computer hardware and software
\$3,000	Courier services
\$8,000	Permit fees
\$2,000	Expedited courier services when requested by SFPUC staff
\$2,000	Safety equipment
\$25,000	Potholing
	TOTAL OTHER DIRECT COSTS
	\$70,000

Effective Project Multiplier ¹	
(= Total Actual Labor Cost / Total Base Labor Cost)	
Maximum Allowable Effective Project Multiplier = 3.2	
TOTAL PROJECT COST BREAKDOWN	
Total Actual Labor Cost:	\$3,564,364
Total Fixed Allowance Items	\$70,000
Markup on Subconsultant Labor Cost (Minimum Allowable: 5% of subconsultant labor costs)	\$54,436
TOTAL PROJECT COST²	\$3,688,800

FEE SCHEDULE INSTRUCTIONS:

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

Column A - Task No.: Use the task numbers listed in the Task Description section of Consultant's proposal (Section II.4), including all tasks in the RFP Scope of Services Section (Section III.4) and any additional tasks proposed by Consultant.

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

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

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

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

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

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

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

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

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

- NOTES:**
- 1 Refer to Section VI.5 (OPS Evaluation) of the RFP for how the Effective Project Multiplier will be used to evaluate Consultant's Fee Schedule.
 - 2 Refer to Section VI.5 (OPS Evaluation) of the RFP for how the Total Project Cost will be used to evaluate Consultant's Fee Schedule.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 15-0248

WHEREAS, On October 26, 2010, pursuant to Resolution No. 10-0177, this Commission awarded Water Enterprise, Water System Improvement Program (WSIP)-funded Agreement No. CS-109, Specialized Engineering Services for Recycled Water Projects, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement, in the amount of \$3,700,000 and with a term of six years, with Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. Joint Venture (KJ/Sheikh/WRE, JV); and

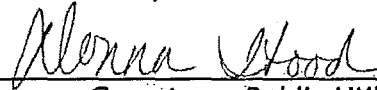
WHEREAS, Amendment No. 1 is being requested for \$1,800,000, with a time extension of three years, increasing the total not-to-exceed agreement amount to \$5,500,000 and the total agreement duration to nine years, in order to provide additional engineering services in support of the implementation of the Westside Recycled Water Project; and

WHEREAS, A Contract Monitoring Division sub consulting goal of 14% Local Business Enterprise participation (of the total value of services to be provided) has been established for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW302-01 – San Francisco Westside Recycled Water Project; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 1 to Water Enterprise, WSIP-funded Agreement No. CS-109, Specialized Engineering Services for Recycled Water Projects, with KJ/Sheikh/WRE, JV, to provide additional engineering services in support of the implementation of the Westside Recycled Water Project, and authorizes the General Manager of the SFPUC to execute this amendment, increasing the agreement by \$1,800,000, for a total agreement amount of \$5,500,000, and with a time extension of three years, for a total agreement duration of nine years.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of December 8, 2015.



Secretary, Public Utilities Commission



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

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

January 12, 2016

Joel Faller
Kennedy Jenks Consultants/Bahman Sheikh Water Reuse Consulting/Water Resources Engr, J
303 2nd Street
San Francisco, CA 94107
Email: joelfaller@kennedyjenks.com

- RE:**
- 1) Notice of Contract Amendment Certification - Engineering for Recycled Water Project (CS-109)
 - 2) Transmittal - Executed Agreement #1 between City and County of San Francisco Public Utilities Commission and Kennedy Jenks Consultants/Bahman Sheikh Water Reuse Consulting/Water Resources Engr, JV (KJ/Sheikh/WRE, JV)

Dear Mr. Faller:

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

BLANKET PURCHASE ORDER NO: **BPUC11000048**
- *Work may not be charged against this blanket purchase order number*

SCOPE: To provide engineering services to support the Recycled Water Program Westside and Eastside Projects

EFFECTIVE DATE: **November 22, 2010 to November 30, 2019**

CONTRACT TO DATE: Total value of contract not to exceed **\$5,500,000.00**

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

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

Enclosure: Executed Amendment #1

cc: Susan Yee
File/NCAC-CS-109 Amendment #1

Edwin M. Lee
Mayor
Francesca Vietor
President
Anson Moran
Vice President
Ann Moller Caen
Commissioner
Vince Courtney
Commissioner
Ike Kwon
Commissioner
Harlan L. Kelly, Jr.
General Manager



**City and County of San Francisco
San Francisco Public Utilities Commission
Contracts Administration Bureau
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102**

**First Amendment between the City and County of San Francisco and
Kennedy Jenks Consultants/ Bahman Sheikh Water Reuse Consulting/ Water Resources
Engineering, JV (KJ/Sheikh/WRE, JV) for
Specialized Engineering Services for Recycled Water Projects
(CS-109)**

THIS AMENDMENT (this "Amendment") is made as of **December 11, 2015**, in San Francisco, California, by and between **KJ/Sheikh/WRE, JV** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Public Utilities Commission.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4124-09/10** on **July 20, 2015**; and

WHEREAS, approval for this Amendment was obtained when the Public Utilities Commission approved Resolution number **15-0248** on **December 8, 2015**;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated October 26, 2010 between Contractor and City.

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

Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

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

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to November 30, 2016** with options to extend at the City's sole discretion.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from **December 1, 2010 to November 30, 2019**.

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

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Three Million Seven Hundred Thousand Dollars (\$3,700,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Five Million Five Hundred Thousand Dollars (\$5,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

15. Insurance.

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) 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.
- 4) 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.

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

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

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

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

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

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

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

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

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

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

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

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this

Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

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

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

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous

place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

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

2. **Cooperative Drafting.** Section 61 is hereby added to the Agreement, as follows:

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

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

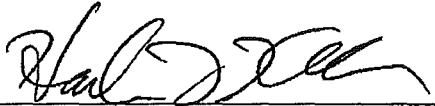
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

///
///

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

CITY

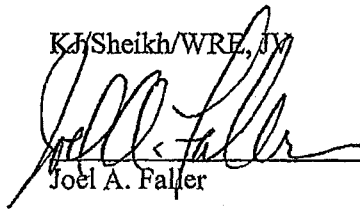
Recommended by:



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

CONTRACTOR

KJ/Sheikh/WRE, JV



Joel A. Falter

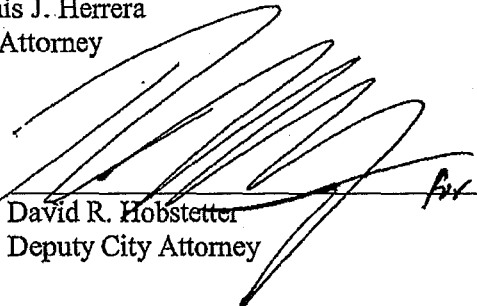
Kennedy/Jenks Consultants
Title: Vice President/JV Principal

City vendor number: 80702

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



David R. Hobstetter
Deputy City Attorney

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 17-0229

WHEREAS, On October 26, 2010, pursuant to Resolution No. 10-0177, this Commission awarded Water Enterprise, Water System Improvement Program-funded Agreement No. CS-109, Specialized Engineering Services for Recycled Water Projects, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement in the amount of \$3,700,000 and with a term of six years, concluding on November 30, 2016, with Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc., Joint Venture (KJ/Sheikh/WRE, JV); and

WHEREAS, This Commission approved Amendment No. 1 to CS-109 on December 8, 2015, increasing the total amount of the agreement by \$1,800,000 and extending the contract term by three years, increasing the total not-to-exceed agreement amount to \$5,500,000 and the total agreement duration to nine years, in order to provide additional engineering services in support of the implementation of the Westside Recycled Water Project; and

WHEREAS, Staff requests that the Commission approve Amendment No. 2 to CS-109 to increase contract funding by \$2,500,000, with a three-year time extension, increasing the total not-to-exceed agreement amount to \$8,000,000 and total agreement duration to twelve years, in order to provide additional engineering services for: design of irrigation system modifications, engineering support during bidding and construction for irrigation system contract work, preparation of operations plans and standard operating procedures for new recycled water facilities, and other support services as-required for project implementation; and

WHEREAS, The Contract Monitoring Division (CMD) has established a subconsulting requirement of 14% Local Business Enterprise participation (of the total value of services to be provided) for this agreement; and

WHEREAS, Funds for this agreement are available from Project No. CUW302-01 San Francisco Westside Recycled Water Project; now, therefore, be it

RESOLVED, That this Commission approves Amendment No. 2 to Water Enterprise, Water System Improvement Program-funded Agreement No. CS-109, Specialized Engineering Services for Recycled Water Projects, with KJ/Sheikh/WRE, JV to provide additional engineering services in support of the implementation of the Westside Recycled Water Project, and authorizes the General Manager of the SFPUC to execute this amendment, increasing the agreement by \$2,500,000, for a total not-to-exceed agreement amount of \$8,000,000, and with a time extension of three years, for a total agreement duration of 12 years, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of November 14, 2017.



Secretary, Public Utilities Commission



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

TO: Angela Calvillo, Clerk of the Board
FROM: Sara Chandler, SFPUC Policy and Government Affairs
DATE: November 16, 2017
SUBJECT: Agreement Amendment - Specialized Engineering Services,
Recycled Water Projects - Not to Exceed \$8,000,000

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 NOV 16 PM 1:21

Attached please find an original and one copy of a proposed resolution authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute Amendment No. 2 to Agreement No. CS-109, Specialized Engineering Services, Recycled Water Projects with Kennedy Jenks Consultants, Inc./Bahman Sheikh Water Reuse Consulting/Water Resources Engineering, Inc. a Joint Venture (KJ/Sheikh/WRE, JV), to continue providing additional engineering services in support of the Westside Recycled Water Project, increasing the agreement by \$2,500,000, for a total not-to-exceed agreement amount of \$8,000,000, and with a time extension of three (3) years, for a total agreement duration of twelve (12) years, subject to the Board of Supervisors approval pursuant to Charter Section 9.118.

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

1. Board of Supervisors Resolution
2. SFPUC Resolution No. 10-0177
3. CS-109 Original Contract
4. SFPUC Resolution No. 15-0248
5. Amendment No. 1 to CS-109
6. SFPUC Resolution No. 17-0229
7. Amendment No. 2 to CS-109
8. Form SFEC-126

Please contact Sara Chandler at (415) 554-0758 if you need any additional information on these items.

- Edwin M. Lee
Mayor
- Francesca Vietor
President
- Anson Moran
Vice President
- Ann Moller Caen
Commissioner
- Vince Courtney
Commissioner
- Ike Kwon
Commissioner
- Harlan L. Kelly, Jr.
General Manager



**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>
Name of contractor: KJ/SHEIKH/WRE JV (CS-109)

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

- (1) KJ/SHEIKH/WRE Joint Venture (JV) - Executive Management Committee
 - Kennedy/Jenks Consultants (KJ - Lead JV Member (60% participation); Joel Faller, KJ, JV Executive Member)
 - Bahman Sheikh Consulting (SHEIKH - Non-lead JV Member (5% participation); Bahman Sheikh, SHEIKH, JV Executive Member)
 - Water Resources Engineering (WRE – Non-lead JV Member (25% participation); Gustavo Arboleda, WRE, JV Executive Member)
- (2) KJ/SHEIKH/WRE JV – Member Officers
 - Kennedy/Jenks Consultants (Keith London, CEO; Laurie Bishop, CFO; Harold Glasser, COO WIBU)
 - Bahman Sheikh Consulting (Bahman Sheikh, Consultant, CEO; no CFO or COO)
 - Water Resources Engineering (Gustavo Arboleda, CEO; Gloria Fleitas, CFO; no COO)
- (3) NONE
- (4) SUBCONSULTANTS
 - Avila & Associates
 - Bartle Wells
 - CH2MHill
 - Cadnet
 - Data Instincts
 - Environmental Water Management
 - George Tchobanoglous
 - Geotechnical Consultants, Inc
 - Jim Cook
 - Labor Compliance Managers
 - MCK Associates
 - Meridian Surveying
 - Merrill Morris Partners
 - Merritt Smith
 - Natalie Macris Planning-Editing
 - Russ Mitchel & Associates
 - Saylor Consulting
 - Somach Simmons & Dunn
 - Status Consulting
 - Structus
 - Total Environmental Solutions
 - Valerie Young
 - Wau & Company
 - Whitley Burchette
- (5) NONE

Contractor address: 303 Second Street; Suite 300 South, San Francisco, CA 94107

Date that contract was approved:	Amount of contract: Amendment = \$2,500,000 New total contract = \$8,000,000
Describe the nature of the contract that was approved: Amendment to Agreement No. CS-109 for Specialized Engineering Services in support of SFPUC Westside Recycled Water Projects for treatment, storage and distribution of recycled water including retrofit of irrigation systems.	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Relocation Appeals Board, and Local Workforce Investment Board) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

