




# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

**Project Administration Bureau**  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
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Date: September 23, 2021  
To: Requested Signatories  
From: Helen Duhe   
Contract Administration Bureau  
Subject: San Francisco Public Utilities Commission Contract No.  
PRO.0168A, Engineering Services for Transmission Pipelines

The San Francisco Public Utilities Commission (SFPUC) has selected AECOM Technical Services, Inc. (AECOM) for award of the above referenced contract. This agreement package is being transmitted electronically via DocuSign and includes the following documents:

1. Memo to General Manager (GM)
  - a. To provide an overview of the contract and requested action.
  - b. Initials requested from Contract Administration Bureau (CAB) Manager, Project Administration Bureau (PAB) Manager, Assistant General Manager (AGM) Infrastructure
2. Agreement Form
  - a. Signatures are requested from AECOM, City Attorney (CAT), and GM
3. SFPUC Award Resolution

Please contact me with any questions or concerns. My email is [hduhe@sfgwater.org](mailto:hduhe@sfgwater.org). Thank you.

Cc: File PRO.0168.A Agreement  
DocuSign Envelope

**London N. Breed**  
Mayor

**Sophie Maxwell**  
President

**Anson Moran**  
Vice President

**Tim Paulson**  
Commissioner

**Ed Harrington**  
Commissioner

**Newsha Ajami**  
Commissioner

**Michael Carlin**  
Acting  
General Manager

**OUR MISSION:** To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



## **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 21-0117

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires planning and engineering design and support services for large diameter (defined as 36-inch diameter and larger) water transmission pipeline facilities, and to assist the SFPUC to inspect, repair and/or replace these water transmission pipelines; and

WHEREAS, It is necessary to procure the services of qualified firms to provide specialized engineering design services for the Water Enterprise Capital Improvement Program (WECIP) and Hetch Hetchy Capital Improvement Program (HCIP) for large diameter transmission pipeline projects to supplement SFPUC staff; and

WHEREAS, The estimated cost of services for each agreement is \$7,000,000; and

WHEREAS, SFPUC advertised a Request for Proposals for engineering design and support services for transmission pipelines for the Water Enterprise Capital Improvement Program and the Hetch Hetchy Capital Improvement Program for transmission pipelines on December 22, 2020; and

WHEREAS, Services are anticipated to begin in September 1, 2021 and end in August 30, 2029 and the duration of each agreement is eight years; and

WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of the proposal scores, determined that AECOM Technical Services, Inc. (AECOM) (PRO.0168.A), and Kennedy/Jenks Consultants, Inc. and AGS, Inc. Joint Venture (KJ-AGS, JV) (PRO.0168.B) are the top two (2) ranked firms based on the established scoring criteria; and

WHEREAS, CMD established a 15% Local Business Enterprise (LBE) subconsultant participation requirement for each agreement, and AECOM has committed to an LBE subconsultant participation of 20.25%, and KJ-AGS, JV has committed to an LBE subconsultant participation of 15%; and

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

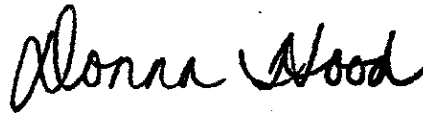
WHEREAS, Authorization to execute these two professional services agreements does not fall within the definition of a "project" under CEQA Guidelines Section 15378 because work under these agreements will consist solely of support for planning and engineering design and support services, and no work involving ground disturbance or any other physical changes to the environment shall occur under these agreements, unless and until the SFPUC has reviewed and considered any required environmental review and authorizes such work; and

WHEREAS, Authorization to execute these two professional services agreements is not an approval of HCIP and WECIP transmission pipeline improvement projects and SFPUC retains discretion to, among other things, modify the projects to mitigate significant environmental impacts, require the implementation of specific measures to mitigate any significant environmental impacts of the projects, or reject the projects, following completion of environmental review; and

WHEREAS, Funds for Agreements Nos. PRO.0168.A and B, Engineering Services for Transmission Pipelines, will be available at the time of individual task order awards from individual projects within HCIP and WECIP; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of AECOM and KJ-AGS, JV, awards project-funded Agreements Nos. PRO.0168.A and B, Engineering Services for Transmission Pipelines, to AECOM (PRO.0168.A), and KJ-AGS, JV (PRO.0168.B) to provide engineering design and support services for transmission pipelines for the Water Enterprise Capital Improvement Program and the Hetch Hetchy Capital Improvement Program, and authorizes the General Manager to execute these two professional services agreements with the two consultants, each for an amount not-to-exceed \$7,000,000, and each with a duration of eight (8) years, and, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer(s).

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting July 27, 2021.*



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*Secretary, Public Utilities Commission*

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

**Agreement between the City and County of San Francisco and**

**AECOM Technical Services, Inc.  
PUC.PRO.0168A Engineering Services for Transmission Pipelines**

This Agreement is made this 23rd day of September, 2021 in the City and County of San Francisco (“City”), State of California, by and between AECOM Technical Services, Inc., 300 California Street, Ste 500, San Francisco, CA 94104 (“Contractor”) and City.

**Recitals**

WHEREAS, the San Francisco Public Utilities Commission (“Department” or “SFPUC”) wishes to retain the services of a qualified Consultant to provide engineering design services for the Water Enterprise and Hetch Hetchy Capital Improvement Programs for transmission pipelines. The Consultant may also be called upon to provide other related services during the term of the Professional Services Agreement; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposal (“RFP”) issued on December 22, 2020, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise (“LBE”) subcontracting participation requirement for this solicitation was 15%; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number 49884–20/21 on June 7, 2021; and

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 21-0117 on July 27, 2021; and

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

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

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

1.3 “CMD” means the Contract Monitoring Division of the City.

1.4 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 “Contractor” or “Consultant” means

AECOM Technical Services, Inc.  
300 California Street, Ste 500  
San Francisco, CA 94104.

1.6 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.7 “Effective Date” means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

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

1.9 “Party” and “Parties” means the City and Contractor either collectively or individually.

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

## **Article 2      Term of the Agreement**

2.1 The term of this Agreement shall commence on September 23, 2021; or (ii) the Effective Date and expire eight(8) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for a period of one (1) year, for a total Agreement duration of nine (9) years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

### **Article 3 Financial Matters**

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

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

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

### **3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Seven Million Dollars and No Pennies (\$7,000,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

**3.3.5 LBE Payment and Utilization Tracking System.** Contractor must submit all required payment information using the City's Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

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

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

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

**3.3.7 Reserved. (Grant Funded Contracts.)**

**3.3.8 Subcontractor Prompt Payment.** Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

**3.4 Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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

### **3.6 Payment of Prevailing Wages.**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this



Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

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

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

**3.6.4 Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

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

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

**3.6.7 Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

### **3.7 Apprentices.**

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

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

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

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

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

#### **Article 4      Services and Resources**

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

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

#### **4.3      Subcontracting.**

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

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

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City.

Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$7,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability Coverage)

(f) Reserved. (Cyber and Privacy Coverage.)

(g) Reserved. (Pollution Liability Insurance.)

#### 5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement.)

#### 5.1.3 Waiver of Subrogation Endorsements

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

#### 5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

#### 5.1.5 Other Insurance Requirements

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

(b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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.

(d) 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.

(e) 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.

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

## **5.2 Indemnification and Defense Obligations For Design Professionals.**

**5.2.1 Defense Obligations.** To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

**5.2.2 Indemnity Obligations.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

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

**5.2.4 Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

## **Article 6      Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

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

## **Article 7      Payment of Taxes**

**7.1 Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City



to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination

of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

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

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

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead,

attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

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

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

## 8.2 Termination for Default; Remedies.

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

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

|           |                          |            |                                  |
|-----------|--------------------------|------------|----------------------------------|
| 3.5       | Submitting False Claims. | 10.10      | Alcohol and Drug-Free Workplace  |
| 4.5       | Assignment               | 10.13      | Reserved. (Working with Minors.) |
| Article 5 | Insurance and Indemnity  | 11.10      | Compliance with Laws             |
| Article 7 | Payment of Taxes         | Article 13 | Data and Security                |

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with

respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

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

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

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

|           |  |      |                                     |
|-----------|--|------|-------------------------------------|
| 3.3.2     | Payment Limited to Satisfactory Services | 9.1  | Ownership of Results                |
|           |  | 9.2  | Works for Hire                      |
| 3.4       | Audit and Inspection of Records          | 11.6 | Dispute Resolution Procedure        |
| 3.5       | Submitting False Claims                  | 11.7 | Agreement Made in California; Venue |
| Article 5 | Insurance and Indemnity                  | 11.8 | Construction                        |
| 6.1       | Liability of City                        | 11.9 | Entire Agreement                    |

|           |  |            |                      |
|-----------|--|------------|----------------------|
| 6.3       | Liability for Incidental and Consequential Damages | 11.10      | Compliance with Laws |
| Article 7 | Payment of Taxes                                   | 11.11      | Severability         |
| 8.1.6     | Payment Obligation                                 | Article 13 | Data and Security    |

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

## **Article 9 Rights In Deliverables**

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

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

## **Article 10 Additional Requirements Incorporated by Reference**

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

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter;

Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

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

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

#### **10.5 Nondiscrimination Requirements.**

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

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

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 20.25% of the Services except as

otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

**10.7 Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan

guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**10.12 Reserved. (Slavery Era Disclosure.)**

**10.13 Reserved. (Working with Minors.)**

**10.14 Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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



**10.17 Reserved. (Distribution of Beverages and Water.)**

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

**10.19 Reserved. (Preservative Treated Wood Products.)**

**Article 11 General Provisions**

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

To City: Tedman Lee, Civil Design Division Manager, Engineering Management Bureau, tlee@sfwater.org

To Contractor: Derrick Wong, 300 California Street, Suite 600, San Francisco, CA 94104, Derrick.Wong@aecom.com

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

**11.2 Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**11.3 Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

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

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

## **11.6 Dispute Resolution Procedure.**

### **11.6.1 Reserved. (Negotiation; Alternative Dispute Resolution)**

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

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

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

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

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

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

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

**11.13 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated December 22, 2020. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap,

ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

**11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

## **Article 12 Department Specific Terms**

### **12.1 Reserved.**

## **Article 13 Data and Security**

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

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

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

### **13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)**

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

### **13.4 Management of City Data and Confidential Information**

**13.4.1 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any

work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.2 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

## **Article 14      MacBride And Signature**

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

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

**CITY**

**CONTRACTOR**

AECOM Technical Services, Inc.

DocuSigned by:

*Michael Carlin*

360EAE264D5E47C...

Michael Carlin

Acting General Manager

San Francisco Public Utilities Commission

DocuSigned by:

*Derrick Wong*

7445D0E17ABE41E...

Derrick Wong, PE

Associate Vice President

City Supplier Number: 03425

Approved as to Form:

Dennis J. Herrera

City Attorney

DocuSigned by:

*Randy Parent*

0BC11F015778410...

By:

Randy Parent

Deputy City Attorney

**Appendices**

A: Scope of Services

B: Calculation of Charges

B-1: Fee Schedule

## Appendix A Scope of Services

### 1. **Description of Services.** Contractor agrees to perform the following Services:

- A. Civil Engineering
- B. Electrical Engineering
- C. Mechanical Engineering
- D. Structural Engineering
- E. Pipeline Engineering
- F. Geotechnical/Geologic Engineering
- G. Tunnel Engineering
- H. Cost Estimating
- I. Utilities Mapping and Coordination
- J. Photogrammetry/Surveys
- K. Condition Assessment
- L. Materials Testing/Special Inspections
- M. Quality Assurance Review
- N. Peer Review/Independent Technical Review
- O. Other Specialized Services

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

The following information describes tasks required to complete the assignment.

#### Task #1

**A. Civil Engineering:** Planning, design, analysis and evaluation of transmission pipelines and road and slope stability analysis including computer aided drafting.

**B. Electrical Engineering:** Planning, Design and analysis for power distribution systems, grounding studies, SCADA, instrumentation and control systems, and communications.

**C. Mechanical Engineering:** Planning, design and analysis for pipework, valves, and gates for transmission pipelines.

**D. Structural Engineering:** Design and analysis of transmission pipeline and ancillary facilities (including concrete buildings, hydraulic structures, buried structures, equipment support and anchorage) including seismic upgrade and retrofit to the current codes and standards. Conduct computer modeling and calculations including finite element analyses on transmission pipeline systems.

**E. Pipeline Engineering:** Design, analysis, and evaluation of pipe stresses, pipe welding and connections, and pipe rehabilitation options.

**F. Geotechnical/Geologic Engineering:** Geotechnical and geological engineering investigations (including but not limited to standard penetration tests, deep borings, and geophysical investigations using specialized equipment) to determine potential geologic/geotechnical hazards, foundation conditions, rock and soil properties. Recommend

design pressures for static and seismic conditions; evaluate mitigation for geotechnical hazards.

**G. Tunnel Engineering:** Design and analysis of tunnels, tunnel outlet works and trenchless crossings.

**H. Cost Estimating:** Cost estimation for construction of projects using local rates and current market conditions utilizing AACE guidelines.

**I. Utilities Mapping and Coordination:** Survey and determine location of existing utilities, including buried electrical conduits inside water facilities, and ensure that there is no interference with projects.

**J. Photogrammetry/Surveys:** Surface and aerial photography and licensed surveying with the latest technology and equipment, as appropriate.

**K. Condition Assessment:**

1. Steel pipe
  - a. Magnetic Flux Leakage (MFL) assessment to identify metal loss due to corrosion.
  - b. Pipe lining assessment by internal inspection.
2. Prestressed concrete cylinder pipe (PCCP) sections
  - a. Evaluation of wire breaks using eddy current.
  - b. Visual condition assessment.
    - i. Monitoring of additional wire breaks using acoustical fiber optic cable.
  - c. Review threshold analysis of wire breaks for failure prediction.
3. Reinforced concrete cylinder pipe (RCCP) sections
  - a. Develop a process for inspection (internal and possibly external).

**L. Hydraulic Modeling Services:** Modeling, analysis and evaluation of pipeline transmission systems and pipeline transient pressures to evaluate conditions that may affect project designs or operations.

**M. Materials Testing/Special Inspections:** Materials sampling and determination of material chemical and engineering properties; evaluation of hazardous materials; special inspection services of submerged confined spaces using underwater divers and/or remote-controlled devices.

**N. Quality Assurance Review:** Quality Assurance Review of engineering documents, design criteria, calculations, design plans, and specifications.

**O. Peer Review/Independent Technical Review:** Provide review of designs prepared by others for projects of different scope and sizes; provide recommendations on areas for project cost savings.

**P. Other Specialized Services:** The Consultant(s) may be requested to perform services other than those specified in the tasks above, including right-of-way and easement support services, traffic engineering, technology transfer, trainings and staff augmentation, but similar in nature to the general work described in this RFP.

## **AGREEMENT A PROJECTS**

### **Project Name: Priest-Moccasin Water Transmission Line**

#### ***Project Description***

SFPUC water deliveries must pass through Moccasin Powerhouse (generator or generator bypass). Normal pass through for water deliveries is through two hydroelectric generators. During emergencies, when the hydroelectric generators are off-line, the water is diverted through two generator bypasses (one bypass on each unit). This project will construct a new 300 mgd capacity water transmission line with energy dissipater from the West Portal Valve House Head to Moccasin Reservoir to provide redundancy.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, right-of-way and easement support services, utility location, potholing, hydraulic modeling.

### **Project Name: San Joaquin Pipelines (SJPL) Pipe and Appurtenance Replacement**

#### ***Project Description***

This project will replace large reaches of SJPL #1, #2, and #3 since these pipelines have exceeded their original design life. They have also deteriorated to a point in which in-service pipe wall stresses exceed industry accepted allowable stresses and factors of safety (yield strength) are less than 1.0. The discrete pipeline replacements funded by this project address imminent pipeline failure potentials that cannot wait for the systemic replacement project to become operational.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, right-of-way and easement support services, utility location, potholing, hydraulic modeling and traffic control plans.

### **Project Name: R&R SJPL Life Extension Program**

#### ***Project Description***

The San Joaquin Pipelines (SJPL) Network conveys water from HHWP's Foothill Tunnel to Coast Range Tunnel. The asset varies in age from 45 to over 80 years old. The HHWP has developed a program to extend the life of this asset prior to replacement. The program will include inspection, renewal and planned replacement of the asset within the Hetchy Capital Improvement Projects. SFPUC anticipates that the program will be able to delay the need for planned replacement for 20 to 60 years, depending on type of pipe, environmental factors and initial installation practices. Categories of projects that SFPUC considers most likely to be needed and appropriate for asset preservation appropriations include the following: inspection, design criteria for rehabilitation and replacement, emergency response plan, security, regulatory, and other life extension activities including cathodic protection, lining and coating.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, right-of-way and easement support services, utility location, potholing, hydraulic modeling and traffic control plans.



## **Project Name: SJPL Valve and Safe Entry Improvement**

### ***Project Description***

The SJPL Entry Assessment and Valve Improvement Project involves the three parallel transmission pipelines that stretch approximately 48-miles across the San Joaquin Valley from Oakdale Portal on the east to Tesla Portal near the City of Tracy on the west, with a partial fourth pipeline consisting of a 6.4-mile Eastern Segment and an 11-mile Western Segment. SFPUC built the four pipelines between 1932 and 2012, respectively. The pipes range from 56- to 79.5-inches in diameter. As part of the WSIP, SFPUC construction valve vaults along the SJPL System at various locations to increase operational flexibility and the overall reliability of the SJPL System. Since the commissioning of the valve vaults, HHWP has become concerned that: 1) valves are not sufficiently rated for hydrostatic or transient/surge pressures; 2) there is an inability to establish "double isolation and bleed" configurations along the SJPL System, resulting in insufficient protection for maintenance personnel. In order to achieve safety and access goals, the Project will implement the recommended Alternative 5 as described in the Alternatives Analysis Report; "Alt. 5 - Install a surge shaft upstream of TTF to reduce maximum pressure from unplanned reactor valve closure and upgrade line valves to resist transient pressure from unplanned line valve closure. Install new double isolation and bleed valves at all locations where major upgrades and construction are required. Retain single isolation where no upgrades are needed." There are four primary locations based on their geographical locations: Emery, Roselle, Pelican, and Tesla. SFPUC anticipates completing the design for all locations under one design contract, and SFPUC will phase construction depending on the availability of funding. SFPUC will base the design on the CER produced by MWH in early 2018.

The scope of work for each location is described below:

*Tesla:* Tesla valves not replaced under the Tesla Valve Replacement Project (CUH100 N02) will be replaced under this project along with the construction of surge mitigation. Surge mitigation may be a surge tower upstream between the Tesla valve vault and the Tesla UV facility. The detailed design has not yet been completed. This project has the longest schedule due to the environmental review required for the surge tower.

*Design:* 2020,

*Construction:* Completion 2023

*Pelican:* At Pelican, SFPUC intends to improve 7 large inline valves, 5 large cross-over valves and a multitude of smaller bypass valves. The Consultant will need to explore increasing the number of valves since this facility is at the lowest point in the hydraulic grade and experiences the highest pressures.

*Design:* 2019,

*Construction:* Completion 2022

*Roselle:* At Roselle, SFPUC intends to improve 6 large inline valves and 4 large cross-over valves and a multitude of smaller bypass valves. Due to spatial constraints inside the existing valve vault, Consultant will need to explore building new facilities to house the new valves.

*Design:* 2019,

*Construction:* Completion 2022

*Emery:* At Emery, SFPUC intends to improve 6 large inline valves and 4 large cross-over valves and a multitude of smaller bypass valves.

*Design:* 2019

*Construction:* Completion 2022

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, right-of-way and easement support services, utility location, potholing, hydraulic modeling, surge analysis, corrosion assessment, condition assessment, surge shaft structural design, structural, mechanical and electrical design for valve vaults and traffic control plans.

### **Project Name: SJPL Tesla Valves Replacement**

#### ***Project Description***

SFPUC plans to replace all the under-rated inline valves, TUV 101 to 401, with rated valves to improve safety and entry into all 4 SJPL pipelines. In addition, all cross-over valves and bypass valves may need to be replaced or repaired. Modification to the pipes, flanges, spool pieces, actuators, and valve controls are needed. The valve vault will need modification to accommodate the new valves. New facilities may need to be constructed if additional new valves are not designed for direct burial.

*Design:* 2018

*Construction:* SJPL 1 and 3 = 2020, SJPL 2 and 4 = 2021.

Project originally approved in FY18-19. However, \$1M was allocated to the 2018 March Storm Event Emergency Repairs and Interim Improvement (Water-only Assets). Requesting additional funding in FY20-21 to supplement money moved to the Storm project.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey and surge analysis.

### **Project Name: Moccasin Powerhouse Bypass Upgrade**

#### ***Project Description***

Provide a reliable hydraulic bypass and energy dissipation system conveying water around the turbines to the Moccasin Reservoir Bypass Pipeline. Upgrade/replace high pressure energy dissipating valves, control systems, and associated structures to absorb 1,147 feet of pressure head and 430 cubic feet per second flow without damage to the Moccasin Bypass Pipeline.

**Scope of work:** The Consultant(s) will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, right-of-way and easement support services, potholing and hydraulic modeling.

### **Project Name: Kirkwood Powerhouse Bypass Upgrades**

#### ***Project Description***

Provide a reliable hydraulic bypass and energy dissipation system conveying water around the turbines to the Kirkwood Powerhouse Bypass Chamber and Mountain Tunnel. Upgrade/replace high pressure energy dissipating valves, control systems, and associated structures to absorb

1,245 feet of pressure head and 430 cubic feet per second flow without damage to the Kirkwood Bypass Pipeline.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, right-of-way and easement support services, potholing and hydraulic modeling.

### **Project Name: Holm Penstock Condition Assessment**

#### ***Project Description***

The Holm generation system consists of approximately 6 miles of tunnels and penstocks that conveys water from Cherry Reservoir to Holm Powerhouse. SFPUC built the Holm Penstock in the mid-1960s. It conveys water for the final 1.1 miles from Granite Portal Valve house to Holm Powerhouse. Almost half of HHWP's annual power generation is produced by Holm Powerhouse. The purpose of this assessment is to evaluate the coating on the penstock. Based on the condition assessment, SFPUC plans to develop a project to rehabilitate the asset.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include hydraulic modeling, condition assessment and finite element analysis.

### **Project Name: Kirkwood Penstock Rehabilitation**

#### ***Project Description***

The SFPUC built the Kirkwood Penstock in 1964. It conveys water from Canyon Tunnel to the Kirkwood Powerhouse. A portion of the foundation slab that supports the Kirkwood Penstock experienced significant movement in 1984 and again in February of 2007. The movement has not yet impacted service utility. A consultant performed a risk assessment and the SFPUC established a short-term work plan. The short-term work plan includes repairs of the recent damage, installation of a foundation monitoring system, procurement of emergency spare equipment including rolled steel plates and couplings, and the development of robust monitoring and emergency action plans. SFPUC is funding the short-term work plan under its capital plan. However, there currently is not enough funding to cover a long-term strategy for this asset. When the SFPUC allocates additional funding, the project team will develop a long-term work plan, which is anticipated to include repairs to the lining, recoating the exterior of the Penstock, and extensive foundation treatment and rock protection at selective locations.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include geotechnical investigation and condition assessment.

### **Project Name: Moccasin Penstock Rehabilitation**

#### ***Project Description***

The SFPUC built the Moccasin Penstock in the early 1920's. It conveys water from Moccasin Tunnel to Moccasin Powerhouse. CH2MHill completed a Condition Assessment Report, Phase I, in 2011. The reports identified numerous deficiencies. The penstocks contain segments of hammer forged welded steel (HFVVS) that has experienced failures in the past. This type of HEWS pipe has a history of brittle fracture failure at both Pacific Gas & Electric and Southern California Edison Penstocks. In addition, the report identified issues of concern regarding the

anchor/saddle system with respect to Alkali Reactive Silica, which degrades the concrete. MWH/Stantec completed an Alternative Analysis Report and a Design Criteria in 2016. SFPUC completed the design of the rehabilitation work for one penstock but the agency terminated the construction contract before the contractor started work. In view of long-term asset reliability, HHWP has decided to revisit the scope to include the rehabilitation work of both penstocks and other upgrades.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include topographic survey, geotechnical investigation, hydraulic modeling, condition assessment, engineering design work for rehabilitation of anchors blocks, penstock coating, penstock saddle, air valves, large diameter butterfly valves, bifurcation sections and flow meters; design upgrades of electrical system, power transformers, standby generator in the West Portal Valve House, and bulkhead isolation valves in the surge tower.

### **Project Name: Valve Automation & Monitoring**

#### ***Project Description***

This project provides new SCADA control capability of flow control valves on the main pipelines and also on cross-over pipelines. New remotely controlled valve actuators will be integrated with SCADA via RTU's and telemetry enabling Moccasin Control to re-route water conveyance among the San Joaquin Pipelines #1, #2, #3, and #4 remotely in response to reported pipeline leaks/failures and prior to scheduled maintenance. This project complements the San Joaquin Pipeline Life Extension Program, which replaces high risk sections of pipeline that have exceeded their original design life.

**Scope of work:** The Consultant will review all pertinent background information and previous analyses for the project and provide design engineering support as authorized by the SFPUC. Potential work elements may include design work for large diameter butterfly valve automation, design upgrades of electrical, instrumentation and control systems.

## **Task #2 Social Impact Partnership (SIP)**

### **1) *Terms and Conditions***

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

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

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

### **2) *Project Team***

Derrick Wong, shall serve as the Executive in Charge to manage the Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Social Impact Partnership Coordinator, Melinda Schulze, to organize, plan, track, measure, and report on Contractor's SIP Commitments. The Executive in Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

### **3) *Social Impact Partnership Commitments***

Contractor shall provide \$52,300 in direct financial contributions and \$17,700 in volunteer hours. Contractor commits to a minimum contribution of \$70,000 over the term of this Agreement as stated in the Social Impact Partnership Commitments Table below.

### Social Impact Partnership Commitments Table

|   |  |  |   |                               | (B)             | (C)  | (D)                                    | (E)                   | (F)                             |
|---|--|--|---|-------------------------------|-----------------|--|--|-----------------------|---------------------------------|
| Social Impact Partnership Priority Area | Description of Social Impact Partnership Program Area or Partner       | Expected Outcomes  | Timetable & Duration  | Direct Financial Contribution | Volunteer Hours | Volunteer Hourly Rate (rate is standardized and cannot be changed) | Total Value of Volunteer Hours (B x C) | In-Kind Contributions | Total Contributions (A + D + E) |
| 1. Workforce Development                | San Joaquin County Office of Education / Tuolumne County Collaborative | Workforce development for local residents focused on disadvantaged communities   | Start during Contract Year 1 – Contribute towards one training program per year for 5 years | \$12,300                      | 0 Hrs           | \$150/hr   | \$0                                    | \$0                   | \$12,300                        |
| 2. Education                            | San Francisco Education Fund – Maisin Scholar Award Program            | Fund a scholarship for graduating high school students (\$15K per scholarship)   | Start during Contract Year 1. 2 annual scholarships   | \$30,000                      | 30 Hrs          | \$150/hr   | \$4,500                                | \$0                   | \$34,500                        |
|   | Spark* SF Public Schools   | Provide resources for schools throughout SFUSD   | Start during Contract Year 2  | \$10,000                      | 24 hrs          | \$150/hr   | \$3,600                                | \$0                   | \$13,600                        |
| 3. Environmental Justice                | Literacy for Environmental Justice                                     | Participate in volunteer opportunities at the public nursery to promote urban greening and eco-literacy in a disadvantaged community | Start during Contract Year 1 – One volunteer day per year for 8 years                       | -                             | 64 Hrs          | \$150/hr   | \$9,600                                | \$0                   | \$9,600                         |
| TOTAL                                   |  |  |   | \$52,300                      | 118             | -  | \$17,700                               | -\$0                  | \$70,000                        |

#### 4) Accountability and Deliverables

Contractor shall provide a description of the accountability methods to ensure that the proposed SIP activities will be delivered in a transparent and accountable manner. The contractor shall provide reports and supporting documentation consistent with the reporting requirements detailed below to establish fulfillment of the SIP commitments.

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

##### a) Social Impact Partnership Plan and Timeline

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

**b) Social Impact Partnership Commitments and Reporting**

- Contractor shall deliver the proposed SIP Commitments specified in the SIP Submittal and the Social Impact Partnership Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the Social Impact Partnership Team.
- Contractor must submit progress reports at least biannually during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the commitments are completed during the term of the contract). The progress reports must identify activities and detail the outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the biannual progress reports, Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated thereto were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). Contractor must submit progress reports by the last business day of the month following the previous six-month reporting period.
- Contractor shall submit the reports noted above and any other documents necessary so that they can be presented to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SFPUC Commission and all interested stakeholders to evaluate and measure the efficacy of Contractor's SIP Commitments. Contractor shall be prepared to publicly present and transparently report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of Contractor's SIP Commitments.
- Contractor shall also submit an annual newsletter documenting the culmination of their SIP Commitments, beneficiaries, and outcomes for the year.

**5) *Statements of Understanding***

Contractor acknowledges that they agree with the following statements:

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

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's Social Impact Partnership Proposal dated **March 2, 2021**, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Social Impact Partnership Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. *All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.*

**2. 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.

**3. Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Tedman Lee, Civil Design Division Manager, Engineering Management Bureau

**4. 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 for each task order 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 SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the 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.

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

**6. 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.

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

## **Appendix B Calculation of Charges**

As part of Contractor's proposal dated March 2, 2021, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

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

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

**1. Billing Rates.** Contractor's billing rates and each and every staff classification as stated in Appendix 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 will be fixed for the first two years of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the second anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$250 per hour, unless Project 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 PRO.0168 is 2.833. 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 subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

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

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

- ; Out- of town meal, travel:
  - 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 Services. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
  - All meals with the exception of staff assigned to Moccasin. No reimbursement for working lunches with SFPUC staff.
  - Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not provide reimbursement for any additional insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.
- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Permit fees;
- Expedited courier services when requested by SFPUC staff;
- Special services, used solely for the benefit of this project and not performed by the Prime Contractor or by the Subconsultants, such as electrical testing, hazardous material testing, laboratory testing, training, deliveries, drilling services, telephone and network installations and maintenance. All such services must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

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

- Contractor staff relocation costs;
- Any labor charges or pass-throughs, including but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, software usage or partial charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; 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 Contract Monitoring Division (CMD).

**6. Subcontractor Fees:**

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

**7. Retention.** Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC 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.** As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

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

Invoice Supporting Documentation:

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

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

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

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

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.

FEE SCHEDULE for PUC.PRO.0168: Engineering Services for Transmission Pipelines  
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| OVERHEAD AND PROFIT SCHEDULE<br>(all Proposers to complete) |  |                                    |                     |  |  |  |  |
|---|--|------------------------------------|---------------------|--|--|--|--|
| Firms   | Staff Classification/Title                                       | Name of Proposed Staff Person      | Base Rate (\$/hour) | Firm's Overhead and Profit Rate (OPR, or "multiplier") | Billing Rate (\$/hour, not to exceed \$250/hour) | Estimated Participation per CMD Form 2 or 2A (% of Contract) | Contribution to Effective Overhead and Profit Rate |
| [A]   | [B]  | [C]                                | [D]                 | [E]  | [F]=[D]x[E]                                      | [G]  | [H]=[G]x[E]  |
|   | Project Manager  | Craig Smith, PE                    | \$ 102.06           |  | \$250.00   |  |  |
|   | Principal-In-Charge / Planning Studies                           | Derrick Wong, PE                   | \$ 100.60           |  | \$250.00   |  |  |
|   | QA/QC  | Erik Newman, PhD, PE               | \$ 65.46            |  | \$191.14   |  |  |
|   | Technical Advisor  | Greg Reichert, PE                  | \$ 97.21            |  | \$250.00   |  |  |
|   | Technical Advisor  | John Kinneen, PE, CCM, C.Eng., MIE | \$ 136.03           |  | \$250.00   |  |  |
|   | Technical Advisor  | Keith Campbell, PE                 | \$ 130.13           |  | \$250.00   |  |  |
|   | Lead Pipeline Design Engineer / Pipeline Rehabilitation Engineer | Andy Romer, PE                     | \$ 102.42           |  | \$250.00   |  |  |
|   | Pipeline Design Engineer   | Lawrence Tam, PE                   | \$ 64.59            |  | \$188.59   |  |  |
|   | Pipeline Design Engineer   | Jesus Lopez, PE                    | \$ 63.81            |  | \$186.33   |  |  |
|   | Lead Civil Design Engineer                                       | Steve Tidwell, PE, PMP             | \$ 86.54            |  | \$250.00   |  |  |
|   | Civil Design Engineer  | Idit Zarchi, PE                    | \$ 53.90            |  | \$157.39   |  |  |
|   | Lead Civil Hydraulic Engineer                                    | Lindle Willnow, PE*                | \$ 74.68            |  | \$218.07   |  |  |
|   | Civil Hydraulic Engineer   | Jason Chen, PE                     | \$ 88.71            |  | \$250.00   |  |  |
|   | Lead Geotechnical Engineer                                       | Phil Meymand, PhD, PE, GE          | \$ 88.98            |  | \$250.00   |  |  |
|   | Geotechnical Engineer  | Dave Simpson, PE, CEG              | \$ 89.54            |  | \$250.00   |  |  |
|   | Lead Structural Engineer   | Steve Brokken, PE, SE              | \$ 99.95            |  | \$250.00   |  |  |
|   | Structural Engineer  | Mourad Attalla, PE, SE             | \$ 109.44           |  | \$250.00   |  |  |
|   | Lead Mechanical Engineer   | Lee Gerbig, PE                     | \$ 120.00           |  | \$250.00   |  |  |
|   | Mechanical Engineer  | Paul Moulton, PE*                  | \$ 100.10           |  | \$250.00   |  |  |
|   | Lead Electrical Engineer   | Allen Randall, PE                  | \$ 98.84            |  | \$250.00   |  |  |
|   | Electrical Engineer  | Dean Goward, PE                    | \$ 98.09            |  | \$250.00   |  |  |
|   | Corrosion Engineer   | Robert Vail, PE*                   | \$ 84.19            |  | \$245.83   |  |  |
|   | Tunnel Engineer  | Theodore Feldsher, PE, GE          | \$ 103.01           |  | \$250.00   |  |  |
|   | Tunnel Engineer  | Bob Frew, MICE C Eng               | \$ 118.86           |  | \$250.00   |  |  |

FEE SCHEDULE for PUC.PRO.0168: Engineering Services for Transmission Pipelines

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| OVERHEAD AND PROFIT SCHEDULE |  |                               |                     |  |  |  |  |
|------------------------------|--|-------------------------------|---------------------|--|--|--|--|
| (all Proposers to complete)  |  |                               |                     |  |  |  |  |
| Firms                        | Staff Classification/Title                 | Name of Proposed Staff Person | Base Rate (\$/hour) | Firm's Overhead and Profit Rate (OPR, or "multiplier") | Billing Rate (\$/hour, not to exceed \$250/hour) | Estimated Participation per CMD Form 2 or 2A (% of Contract) | Contribution to Effective Overhead and Profit Rate |
| [A]                          | [B]  | [C]                           | [D]                 | [E]  | [F]=[D]x[E]                                      | [G]  | [H]=[G]x[E]  |
| AECOM                        | Cost Estimator                             | Mark McClenahan, CPE          | \$ 86.19            | 2.92   | \$250.00   | 70.75%   | 207%   |
|                              | Surveyor                                   | Brian Coleson, PLS            | \$ 70.49            |  | \$205.83   |  |  |
|                              | Instrumentation and Control (I&C) Engineer | Efrem Sorkin, PE              | \$ 61.11            |  | \$178.44   |  |  |
|                              | Instrumentation and Control (I&C) Engineer | Kunal Raithatha, CAP, PMP     | \$ 64.91            |  | \$189.54   |  |  |
|                              | Pipeline Rehabilitation Engineer           | Chris Macey, P.Eng            | \$ 92.98            |  | \$250.00   |  |  |
|                              | Traffic Engineering                        | Joy Villafranca, PE           | \$ 88.00            |  | \$250.00   |  |  |
|                              | Environmental                              | Kelly Bayer                   | \$ 98.02            |  | \$250.00   |  |  |
|                              | Safety                                     | Shanon Couch, CSP             | \$ 63.24            |  | \$184.66   |  |  |
|                              | Security                                   | Heidi Gilmore, PE*            | \$ 59.97            |  | \$175.11   |  |  |
|                              | Pipe Bridges (Decommissioning)             | DJ Allison                    | \$ 75.55            |  | \$220.61   |  |  |
|                              | Constructability                           | Bob Mues                      | \$ 127.50           |  | \$250.00   |  |  |
|                              | CADD/GIS                                   | Brian DeAnda                  | \$ 53.00            |  | \$154.76   |  |  |
|                              | CADD/GIS                                   | Errol Meeks                   | \$ 56.23            |  | \$164.19   |  |  |
|                              | Design-Build                               | Rich Distler, PE*             | \$ 108.20           |  | \$250.00   |  |  |
|                              | Seismic Hazards                            | Mark Dober                    | \$ 54.49            |  | \$159.11   |  |  |
|                              | Seismic Engineering                        | Arul Rajendram, PhD, PE, GE   | \$ 90.09            |  | \$250.00   |  |  |
|                              | Trenchless                                 | Marvin McDonald, CET          | \$ 57.36            |  | \$167.49   |  |  |
|                              | Value Engineering                          | Tammy Dow, P.Eng              | \$ 62.43            |  | \$182.30   |  |  |
|                              | Permitting                                 | John Chamberlain              | \$ 77.83            |  | \$227.26   |  |  |
|                              | Water Quality                              | Richard Habermann, PE         | \$ 65.39            |  | \$190.94   |  |  |
|                              | SWPPP                                      | John Clark, PE                | \$ 60.02            |  | \$175.26   |  |  |
|                              | Condition Assessment                       | Chris Macey, P.Eng            | \$ 92.98            |  | \$250.00   |  |  |
|                              | Project Controls                           | Chris Latura                  | \$ 47.40            |  | \$138.41   |  |  |
|                              | Tech. Transfer, Trainings, Staff Aug.      | Rhonda Smith                  | \$ 113.39           |  | \$250.00   |  |  |
|                              |  |                               |                     |  | \$0.00   |  |  |

FEE SCHEDULE for PUC.PRO.0168: Engineering Services for Transmission Pipelines

AECOM

| OVERHEAD AND PROFIT SCHEDULE     |                                |                                  |                     |  |  |  |  |
|----------------------------------|--------------------------------|----------------------------------|---------------------|--|--|--|--|
| (all Proposers to complete)      |                                |                                  |                     |  |  |  |  |
| Firms                            | Staff Classification/Title     | Name of Proposed Staff Person    | Base Rate (\$/hour) | Firm's Overhead and Profit Rate (OPR, or "multiplier") | Billing Rate (\$/hour, not to exceed \$250/hour) | Estimated Participation per CMD Form 2 or 2A (% of Contract) | Contribution to Effective Overhead and Profit Rate |
| [A]                              | [B]                            | [C]                              | [D]                 | [E]  | [F]=[D]x[E]                                      | [G]  | [H]=[G]x[E]  |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| AEW Engineering, Inc.            | Hazardous Materials Specialist | Kenneth P. Leung, PhD, PE        | \$ 90.91            | 2.84   | \$250.00   | 1.00%  | 3%   |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| Associated Right of Way Services | Right of Way Specialist        | Bill Tannenbaum                  | \$ 105.00           | 2.566  | \$250.00   | 0.50%  | 1%   |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| Cypress                          | Pipeline Inspector             | Douglas Hoyt                     | \$ 95.00            | 2.50   | \$237.50   | 1.00%  | 3%   |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| Dabri, Inc.                      | Cost Estimator                 | Ajay Singh, CPE, PMP, LEED AP BD | \$ 98.00            | 2.62   | \$250.00   | 4.00%  | 10%  |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| D.G. Honegger Consulting         | Seismic Engineering            | Doug Honneggar                   | \$ 250.00           | 1.00   | \$250.00   | 0.75%  | 1%   |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| Divis Consulting Inc.            | Geotechnical Engineer          | Marcos Pinheiro, PE, GE          | \$ 76.00            | 2.76   | \$209.76   | 7.25%  | 20%  |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |
| Exaro Technologies Corporation   | Utility Locator                | Jose Domiguez                    | \$ 64.89            | 3.20   | \$207.65   | 1.00%  | 3%   |
|                                  | Utility Locator                | Mario Lopez                      | \$ 67.25            |  | \$215.20   |  |  |
|                                  |                                |                                  |                     |  | \$0.00   |  |  |



FEE SCHEDULE for PUC.PRO.0168: Engineering Services for Transmission Pipelines

AECOM

| OVERHEAD AND PROFIT SCHEDULE<br>(all Proposers to complete)   |                            |                               |                     |  |  |  |  |
|---|----------------------------|-------------------------------|---------------------|--|--|--|--|
| Firms   | Staff Classification/Title | Name of Proposed Staff Person | Base Rate (\$/hour) | Firm's Overhead and Profit Rate (OPR, or "multiplier") | Billing Rate (\$/hour, <i>not to exceed \$250/hour</i> ) | Estimated Participation per CMD Form 2 or 2A (% of Contract) | Contribution to Effective Overhead and Profit Rate |
| [A]   | [B]                        | [C]                           | [D]                 | [E]  | [F]=[D]x[E]  | [G]  | [H]=[G]x[E]  |
| Flow Science Incorporated   | Hydraulic/Surge Modeler    | Mark Sauter, PE               | \$ 69.67            | 3.10   | \$215.98   | 1.00%  | 3%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Tom O'Rourke  | Seismic Engineering        | Tom O'Rourke, PhD             | \$ 250.00           | 1.00   | \$250.00   | 0.50%  | 1%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Inspection Services Inc.  | Laboratory Analysis        | Can Çelik, PE, GE             | \$ 67.00            | 3.46   | \$231.53   | 0.50%  | 2%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Matthew Gass Consulting   | Mechanical Engineer        | Matt Gass, PE                 | \$ 180.00           | 1.00   | \$180.00   | 0.75%  | 1%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Pure/Xylem  | Pipeline Inspector         | Brian Hext                    | \$ 60.94            | 3.20   | \$195.01   | 0.50%  | 2%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Spa Risk, LLC (Charles Scawthorn)   | Seismic Hazards            | Charles Scawthorn, D.Eng, SE  | \$ 200.00           | 1.20   | \$240.00   | 0.50%  | 1%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Towill, Inc.  | Surveyor                   | John May, PLS                 | \$ 68.00            | 2.90   | \$197.20   | 1.00%  | 3%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Underwater Resources  | Dive Inspection Principal  | Thomas Belcher                | \$ 76.09            | 2.50   | \$190.00   | 0.50%  | 1%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| V&A Consulting Engineers  | Corrosion Engineer         | Glenn Willson, PE             | \$ 82.50            | 3.19   | \$250.00   | 0.50%  | 2%   |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Joe Hill Consulting Engineers (LBE)   | Civil Engineer             | Joe Hill, PE                  | \$ 78.92            | 2.70   | \$213.08   | 8.00%  | 22%  |
|   | Operations Support         | Leland Fong, PE               | \$ 86.58            |  | \$233.77   |  |  |
|   |                            |                               |                     |  | \$0.00   |  |  |
| Effective Project Overhead & Profit Rate (EOPR):<br>Maximum Allowable Effective Project Multiplier = 3.20 |                            |                               |                     |  |  | 2.833  |  |



**Project Administration Bureau**  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
T 415.554.4603  
F 415.554.3225  
TTY 415.554.3488

**Date:** September 23, 2021  
**To:** Michael Carlin, Acting General Manager  
**Through:** Alan Johanson, Acting Assistant General Manager – Infrastructure <sup>DS</sup> ag  
Ivy Fine, Deputy Assistant General Manager – Project Administration Bureau <sup>DS</sup> kl for Ivy Fine  
**From:** Helen Duhe / Kyndra Cox – Contract Administration Bureau <sup>DS</sup> HD  
**Subject:** Agreement No. PRO.0168.A Engineering Services for Transmission Pipelines, with AECOM Technical Services, Inc.

### Commission Approval

Approved by the San Francisco Public Utilities Commission (SFPUC) pursuant to Resolution No. 21-0117 on July 27, 2021.

### Overview

The SFPUC requires the services of a qualified consultant to provide specialized engineering design services for the Water Enterprise Capital Improvement Program (WECIP) and Hetch Hetchy Capital Improvement Program (HCIP) for large diameter transmission pipeline projects to supplement SFPUC staff.

### Scope of Work

Under this agreement, the consultant will provide planning and engineering design and support services for large diameter (defined as 36-inch diameter and larger) water transmission pipeline facilities and assist the SFPUC to inspect, repair and/or replace these water transmission pipelines. The consultant will perform the following tasks in accordance with the agreement: 1) Geotechnical field explorations, investigations, and laboratory testing; 2) Hydraulic modeling; 3) Corrosion testing and evaluation; 4) Condition inspection and assessment of existing transmission pipelines; 5) Assessment of seismic vulnerabilities of transmission pipelines crossing earthquake faults; Site surveying in remote locations; 5) Hydraulic bypass and energy dissipation design for powerhouses; and 6) Preparation of reports for new and existing transmission pipelines.

### Cost

Not to exceed \$7,000,000

### Source of Funds

Hetch Hetchy Capital Improvement Program (HCIP) or the Water Enterprise Capital Improvement Program (WECIP)

### Contract Duration

Eight (8) years, with options to renew up to a total of one (1) year

### Recommendation

Approve by signature

**London N. Breed**  
Mayor

**Sophie Maxwell**  
President

**Anson Moran**  
Vice President

**Tim Paulson**  
Commissioner

**Ed Harrington**  
Commissioner

**Newsha Ajami**  
Commissioner

**Michael Carlin**  
Acting  
General Manager

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**Certificate Of Completion**

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Subject: Please DocuSign: PUC.PRO.0168.A Engineering Services for Transmission Pipelines agreement with AECOM

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Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 4

LaWan Jones

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525 Golden Gate Ave

Envelope Stamping: Enabled

San Francisco, CA 94102

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LJones@sfgate.com

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Professional Services Contracts Manager

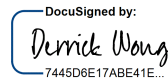
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Derrick Wong



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D.Wong@aecom.com

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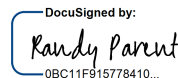
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Randy Parent



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R.Parent@SFCityAtty.org

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Deputy City Attorney

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San Francisco City Attorney's Office

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Alan Johanson  
 ajohanson@sfwater.org  
 AGM

DS  


Sent: 9/27/2021 4:33:18 PM  
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Michael Carlin  
 mcarlin@sfwater.org  
 Acting General Manager

DocuSigned by:  
  
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