

File No. 240827

Committee Item No. 2

Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 2, 2024

Board of Supervisors Meeting Date October 8, 2024

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- _____
- _____
- _____
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- _____

Completed by: Brent Jalipa Date September 26, 2024

Completed by: Brent Jalipa Date October 3, 2024

1 [Agreement Amendment - AECOM Technical Services, Inc. - Engineering Services for Dams
and Reservoirs - Total Not to Exceed Amount of \$20,000,000]

2

3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to execute Amendment No.1 to Contract No. PRO.0138.C with AECOM**
5 **Technical Services, Inc., increasing the contract by \$9,000,000 for a total not to exceed**
6 **amount of \$20,000,000 with no change to the term of April 16, 2020, through April 15,**
7 **2031, to continue providing planning, design, and engineering support of**
8 **improvements to various dam and reservoir facilities, pursuant to Charter,**
9 **Section 9.118(b).**

10

11 WHEREAS, In 2017, the Governor of California ordered the California Division of
12 Safety of Dams (DSOD) to identify spillways in the state associated with large high-hazard
13 dams that could pose significant risk to the public if a spillway incident were to occur; and

14 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) received letters
15 from the DSOD ordering the SFPUC to conduct condition assessments of the dam spillways
16 under DSOD jurisdiction; and

17 WHEREAS, State legislation requires the DSOD to update its inspection and
18 reevaluation protocols and SFPUC anticipates that the updates to DSOD protocols may
19 trigger additional actions that will require the SFPUC to perform updated stability analyses
20 and/or potential failure mode analyses; and

21 WHEREAS, The SFPUC developed a Fiscal Year 2019-2028 10-Year Capital
22 Improvement Program to address the DSOD orders; and

23 WHEREAS, The SFPUC is performing condition assessments and other specialized
24 dam and reservoir engineering services to address potential dam safety issues that have
25 been identified through condition assessments and reevaluation of existing facilities; and

1 WHEREAS, On January 14, 2020, by Resolution No. 20-0008, the SFPUC awarded
2 Contract No. PRO.0138.C, Engineering Services for Dams and Reservoirs, to AECOM
3 Technical Services, Inc., with a not to exceed amount of \$11,000,000 and with a duration of
4 11 years for various SFPUC Dam and Reservoir facilities in the Water and Power Enterprises;
5 and

6 WHEREAS, On February 25, 2020, by Resolution No. 76-20, this Board of Supervisors
7 authorized the General Manager of the SFPUC to execute Contract No. PR0.0138.C with
8 AECOM Technical Services, Inc., for planning, design, and possibly engineering support with
9 an amount not to exceed \$11,000,000 for a term not to exceed 11 years, anticipated to
10 commence on April 16, 2020, through April 15, 2031; and

11 WHEREAS, The original amount of the contract was based on the 10-Year Water
12 Enterprise Regional and Local Capital Improvement Programs and the 10-Year Hetch Hetchy
13 Capital Improvement Program, which provided for the needs assessment of the various dam
14 and reservoir facilities; and

15 WHEREAS, The needs assessment work has helped define project scopes and the
16 SFPUC Commission has significantly increased its latest capital program budgets to reflect
17 the updated needs for the various dam and reservoir facilities; and

18 WHEREAS, The SFPUC wishes to amend the agreement in order to continue
19 providing support to the SFPUC civil, structural, electrical, and mechanical engineering staff,
20 and other specialized engineering services needed for the planning and design of SFPUC's
21 dam and reservoir projects under the Hetch Hetchy and Water Enterprise Capital
22 Improvement Programs, by increasing the maximum expenditure amount by \$9,000,000 for a
23 total not to exceed amount of \$20,000,000, with no change to the term; and

24 WHEREAS, The primary role of the consultant is to provide planning and engineering
25 services for dam and reservoir improvement projects identified within the Water Enterprise

1 Capital Improvement Program under the direction of the SFPUC Engineering Management
2 Bureau; and

3 WHEREAS, The consultants will also provide specialized dam and reservoir
4 engineering services including civil, geomorphology, hydrology, hydraulics, geotechnical,
5 slope stabilization and structural engineering for the design and reconstruction of the dams,
6 reservoirs, and associated facilities; and

7 WHEREAS, Funds for this Amendment No. 1 will come from individual projects within
8 the Hetch Hetchy and Water Enterprise 10-Year Capital Improvements Programs; and

9 WHEREAS, The Contract Monitoring Division established a sub-consulting goal of 7%
10 Local Business Enterprise (LBE) participation for this contract and AECOM Technical
11 Services, Inc., remains committed to 9.45% LBE participation; and

12 WHEREAS, On August 27, 2024, by Resolution No. 24-0187, the SFPUC Commission
13 approved Amendment No. 1 to Contract No. PRO.0138.C, Engineering Services for Dams
14 and Reservoirs, with AECOM Technical Services, Inc., to continue providing planning, design,
15 and, possibly, engineering support of improvements to various SFPUC Dam and Reservoir
16 facilities in the Water and Power Enterprises, increasing the amount by \$9,000,000, with no
17 change to the term, for a total not-to-exceed amount of \$20,000,000, and a total duration of 11
18 years, subject to Board of Supervisors approval under Charter Section 9.118; and

19 WHEREAS, Charter Section 9.118(b) requires Board of Supervisors' approval by
20 Resolution of any contract which, when entered into, extends over 10 years, and of any
21 contract which, when entered into, costs the City \$10,000,000 or more; and

22 WHEREAS, The fully executed proposed amendment is contained in File No. 240827,
23 and is conditioned upon approval of this Resolution; now, therefore be it

24 RESOLVED, That this Board of Supervisors hereby authorizes the General Manager of
25 the SFPUC to execute Amendment No.1 to Contract No. PRO.0138.C with AECOM Technical

1 Services, Inc., increasing the contract amount by \$9,000,000, with no change to the contract
2 duration, for a total not to exceed contract amount of \$20,000,000, and a total contract
3 duration of 11 years; and, be it

4 FURTHER RESOLVED, That within 30 days of Amendment No. 1 being fully executed
5 by all parties to this contract, the SFPUC shall provide signed copies of the contract
6 amendment to the Clerk of the Board for inclusion in the official file.

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<p>Item 2 File 24-0827</p>	<p>Department: Public Utilities Commission</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would authorize the San Francisco Public Utilities Commission to execute Amendment No. 1 to the contract with AECOM Technical Services, Inc., increasing the contract spending authority by \$9 million, for a total not-to-exceed amount of \$20 million, while maintaining the original contract term ending April 15, 2031. This amendment allows AECOM to continue providing planning, design, and engineering support for improvements to various dam and reservoir facilities, advancing projects from the needs assessment phase to detailed engineering design. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In response to state regulations, SFPUC has developed plans to assess the condition of various dams and reservoirs under its jurisdiction. SFPUC selected AECOM Technical Services (AECOM) and two other consulting firms to provide engineering and design services through a competitive process. In February 2020, the Board of Supervisors approved a contract between the SFPUC and AECOM for planning, design, and engineering support services with a not-to-exceed amount of \$11 million and a maximum term of 11 years (File 20-0063). The contract’s scope of work was limited to reviewing background materials and for eleven dam safety projects to inform the SFPUC’s dam safety needs assessments. Based on the needs assessment, SFPUC has defined project scopes and increased capital program budgets to reflect identified needs. The proposed amendment provides funding for certain projects to progress into the design phase. • The proposed amendment broadens AECOM's scope to provide civil, electrical, mechanical, structural, geotechnical, and other engineering services, along with risk assessments and technical support for prioritized dam projects. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The proposed \$9 million increase in contract spending authority will be funded by the individual projects within the Hetch Hetchy and Water Enterprise 10-Year Capital Improvement Programs, which have allocated \$208.9 million for these projects through FY 2033-34. Projects are funded by Water Enterprise capital revenues, which include revenue bonds and customer revenues. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

In 2017, following the Oroville Dam spillway failure, then-Governor Jerry Brown directed the California Division of Safety of Dams to identify high-hazard dam spillways that could pose significant risks to the public in the event of a similar incident. In response, the Division of Safety of Dams mandated that the San Francisco Public Utilities Commission (SFPUC) conduct condition assessments of the dams and reservoirs under its jurisdiction. The SFPUC has developed a 10-year capital plan to address the Division’s orders.

SFPUC selected AECOM Technical Services (AECOM) and two other consulting firms to provide specialized dam and reservoir design services through a competitive process. The Request for Proposals (RFP) specified that contracts would each have a maximum term of 11 years and an amount not to exceed \$11 million.

In February 2020, the Board of Supervisors approved a contract between the SFPUC and AECOM for planning, design, and engineering support services with a not-to-exceed amount of \$11 million and a maximum term of 11 years (File 20-0063). The term commenced on June 2, 2020, and will expire May 19, 2031. As of September 2024, the SFPUC has spent \$9,985,125 on this contract.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes Amendment No. 1 to the contract with AECOM Technical Services, Inc., increasing the contract amount by \$9,000,000, for a total not-to-exceed amount of \$20,000,000, while maintaining the original contract term of 11 years from April 16, 2020, through April 15, 2031, to allow AECOM to continue providing planning, design, and engineering support for improvements to various dam and reservoir facilities.

The original contract amount was based on the 10-Year Water Enterprise Regional and Local Capital Improvement Program, which included funding for a needs assessment of dam and reservoir facilities. The contract’s scope of work was limited to reviewing background materials and for eleven dam safety projects to inform the SFPUC’s dam safety needs assessments. Based on the needs assessment, SFPUC has defined project scopes and increased capital program budgets to reflect identified needs. The proposed amendment provides funding for certain projects to progress into the design phase.

In addition, state legislation now requires the Division of Safety of Dams to update its inspection and reevaluation protocols, according to SFPUC staff. SFPUC anticipates that these updates may

necessitate additional actions, including new stability and potential failure mode analyses that were not previously included in project budgets.

Scope of Services

Under the amended contract, AECOM will provide a range of services for SFPUC projects, including civil, electrical, mechanical, structural, pipeline, geotechnical, and tunnel engineering, along with cost estimating, utility mapping and coordination, surveys, materials testing, quality assurance, peer reviews, risk assessments, and technical support. AECOM will work on projects such as the Regional Dam Safety Upgrades, Pilarcitos Dam and Reservoir Improvements, San Andreas Dam Facility Improvements, Turner Dam and Reservoir Improvements, and various other reservoir and dam facilities. According to PUC staff, prioritization of projects is based on criticality and need.

Contract Monitoring

PUC completed a performance evaluation of this contract for FY 2023-24 and provided an overall score of “excellent” (the rating scale has four categories: excellent, good, fair, and unsatisfactory).

Community Benefits Commitments

Under its community benefits proposal, AECOM committed to providing \$99,000 in financial contributions and 220 volunteer hours. As of the writing of this report, AECOM has not yet begun providing its community benefits. The contributions are due at the time the contract expires.

FISCAL IMPACT

The proposed amendment provides \$9,000,000 in additional spending authority for a total not to exceed amount of \$20,000,000. The project budgets are shown in Exhibit 1 below.

Exhibit 1: Current and Proposed AECOM Budget

Project Name	Current Phase	Current Budget	Proposed Amendment 1 Modifications		Proposed Total Amount
			Task	Amount	
Regional Dam Safety Upgrades	Various	\$452,923			\$452,923
San Andreas Dam Facility Improvements	Planning	\$4,695,364	Planning	\$1,500,000	\$6,195,364
Turner Dam and Reservoir Improvements	Planning	\$4,263,137	Planning	\$2,400,000	\$6,663,137
Pilarcitos Dam and Reservoir Improvements	Planning	\$388,281	Design / ESDC*	\$3,900,000	\$4,288,281
Merced Manor Reservoir Facilities Repairs	Planning	\$431,152			\$431,152
Stanford Heights Reservoir	Not Started				\$0
Summit Reservoir	Not Started				\$0
Sunset South Basin	Not Started		NAR/AAR	\$700,000	\$700,000
University Mound South Basin	Not Started		NAR/AAR	\$500,000	\$500,000
Local (San Francisco) Tanks/Reservoir Improvements	Not Started				\$0
College Hill Reservoir Outlet	Not Started				\$0
Unencumbered	n/a	\$769,143			\$769,143
Total		\$11,000,000		\$9,000,000	\$20,000,000

Source: SFPUC

*ESDC – Engineering Services During Construction

*NAR/AAR – Needs Assessment Report/ Alternative Analysis Report

Costs for the tasks above are based on billing rates established in the contract, up to a maximum of \$250 per hour, adjusted each year by inflation.

SFPUC plans to request additional contract spending authority through a subsequent amendment to the contract as project needs are better defined. Funding for this contract is included in the SFPUC Ten-Year Capital Plan through FY 2033-34. The total cost of the eleven projects is \$208.9

million in that capital plan, which is funded by Water Enterprise revenue bonds and customer revenues.

RECOMMENDATION

Approve the proposed resolution.

**San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, California 94102**

First Amendment

PRO.0138.C Engineering Services for Dams and Reservoirs

THIS FIRST AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **AECOM Technical Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

Recitals

WHEREAS, City and Contractor have entered into Agreement No. PRO.0138.C. (as defined below); and

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

WHEREAS, SFPUC competitively selected Contractor pursuant to a Request for Proposals entitled Engineering Services for Dams and Reservoirs issued through Sourcing Event ID PRO.0138.C and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise (“LBE”) subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on August 14, 2024 from the Civil Service Commission under PSC number DHRPSC0003873 in the amount of \$42,000,000 for the period of eleven years; and

WHEREAS, this Amendment is consistent with an approval obtained from City’s San Francisco Public Utilities Commission under **[insert resolution number]** approved on **[insert date of Commission action]** in the amount of **[insert Dollar Amount]** for the period commencing **[Insert Start Date]** and ending **[Insert End Date]**; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's [Board of Supervisors] under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated May 5, 2020 between Contractor and City.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Payment.** Section 3.3.1 Payment of the Agreement currently reads as follows:

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 Eleven Million dollars and no cents (\$11,000,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to 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.

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

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately 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 Twenty Million dollars and no cents (\$20,000,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to 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.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Section 10.15 Public Access to Nonprofit Records and Meetings. *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.2 Section 4.2 Qualified Personnel. *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule

3.3 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.4 **Article 13 Data and Security.** **Article 13 is hereby replaced in its entirety to read as follows:**

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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, 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.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data 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 City Data, by implication, estoppel or

otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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 City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor’s environment(s), 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. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5. Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City’s Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any “Leak”) within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

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

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

CITY
Recommended by:

CONTRACTOR
AECOM Technical Services, Inc.

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Theodore Feldsher
Vice President
City Supplier number: 0000003425

Approved as to Form:

David Chiu
City Attorney

By: _____
Randy Parent
Deputy City Attorney



Request to Approve Amendment No. 1 to Contract Number PRO.0138.C - Engineering Services for Dams and Reservoirs

**San Francisco Board of Supervisors – Budget and Finance Committee meeting
October 2, 2024**

Background



- Oroville Dam (2017)

PRO.0138.C Dam and Reservoir Facilities



- PRO.0138.C Dam and Reservoir facilities



Regional Dam Projects (10-year CIP Funding)

PRO.0138.C Projects:

- Regional Dam Safety Upgrades
- Pilarcitos Dam and Reservoir Improvements
- San Andreas Dam Facility Improvements
- Turner Dam and Reservoir Improvements
- Local (San Francisco) Tanks/Reservoir Improvements
- College Hill Reservoir Outlet
- Merced Manor Reservoir Facilities Repairs
- Stanford Heights Reservoir
- Summit Reservoir
- Sunset South Basin
- University Mound South Basin

<u>Capital Plan (FY2019-20 thru FY2028-29)</u>	<u>Capital Plan (FY2024-25 thru FY2033-34)</u>
\$85.5M	\$208.9M

- The needs assessment work has helped SFPUC to define project scopes and the SFPUC has significantly increased the latest capital program budgets to reflect the updated needs.



Contract PRO.0138.C – Current Contract Budget & Proposed Amendment 1 Modifications

Project Name	Current Phase	Current Contract Budget	Proposed Amendment 1 Modifications	
Regional Dam Safety Upgrades	Various	\$ 452,923	n/a	
San Andreas Dam Facility Improvements	Planning	\$ 4,695,364	Planning	\$ 1,500,000
Turner Dam and Reservoir Improvements	Planning	\$ 4,263,137	Planning	\$ 2,400,000
Pilarcitos Dam and Reservoir Improvements	Planning	\$ 388,281	Design/ESDC*	\$ 3,900,000
Merced Manor Reservoir Facilities Repairs	Planning	\$ 431,152	n/a	
Stanford Heights Reservoir	not started	\$ -	n/a	
Summit Reservoir	not started	\$ -	n/a	
Sunset South Basin	not started	\$ -	NAR/AAR	\$ 700,000
University Mound South Basin	not started	\$ -	NAR/AAR	\$ 500,000
Local (San Francisco) Tanks/Reservoir Improvements	not started	\$ -	n/a	
College Hill Reservoir Outlet	not started	\$ -	n/a	
Unencumbered	n/a	\$ 769,143	n/a	
TOTAL		\$ 11,000,000		\$ 9,000,000

San Andreas Dam Facility Improvements



- Emergency drawdown outlets construction precedes any spillway (condition assessment) and/or embankment (seismic stability assessment) work
- Capital plan budget increased from \$25.7M to \$32.2M
- Current Status: AAR (finish Dec 2024)

Turner Dam and Reservoir Improvements



- Address recommendations in the Turner Dam Spillway Condition Assessment Report, as directed by California DSOD
- Capital plan budget increased from \$11M to \$10M
- Current Status: AAR (finish Jun 2025)

Pilarcitos Dam and Reservoir Improvements



- Retrofit or upgrades to the dam, spillway, outlet works
- Capital plan budget increased from \$0M to \$64.4M
- Current Status: CER (finish Mar 2025)

Sunset South Basin



- Analysis of embankment
- Strengthen roof structure and other structural elements
- Capital plan budget increased from \$0M to \$8M
- Current Status: start NAR/AAR in Spring 2005

University Mound South Basin



- Seismic strengthening of roof structure and other reservoir structural elements
- Capital plan budget increased from \$0M to \$3M
- Current Status: start NAR/AAR in Spring 2025



Contract PRO.0138.C – Current Contract Budget & Proposed Amendment 1 Modifications

Project Name	Current Phase	Current Contract Budget	Proposed Amendment 1 Modifications	
Regional Dam Safety Upgrades	Various	\$ 452,923	n/a	
San Andreas Dam Facility Improvements	Planning	\$ 4,695,364	Planning	\$ 1,500,000
Turner Dam and Reservoir Improvements	Planning	\$ 4,263,137	Planning	\$ 2,400,000
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Stanford Heights Reservoir	not started	\$ -	n/a	
Summit Reservoir	not started	\$ -	n/a	
Sunset South Basin	not started	\$ -	NAR/AAR	\$ 700,000
University Mound South Basin	not started	\$ -	NAR/AAR	\$ 500,000
Local (San Francisco) Tanks/Reservoir Improvements	not started	\$ -	n/a	
College Hill Reservoir Outlet	not started	\$ -	n/a	
Unencumbered	n/a	\$ 769,143	n/a	
TOTAL		\$ 11,000,000		\$ 9,000,000



San Francisco
**Water
Power
Sewer**

Services of the San Francisco
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.0138**

This Agreement is made this 5th day of May, 2020, in the City and County of San Francisco ("City), State of California, by and between AECOM Technical Services, Inc. located at 300 Lakeside Drive, Suite 400, Oakland, CA 94612 ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department" or "SFPUC") wishes to retain the assistance of professional engineering firms to perform planning, design, and, possibly, engineering support of improvements to various SFPUC Dam and Reservoir facilities in the Water and Power Enterprises; 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 September 12, 2019, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 7 %

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 41310-18/19 on May 20, 2019;

WHEREAS, the SFPUC awarded this Agreement to Contractor under Resolution No. 20-0008 on January 14, 2020;

WHEREAS, the San Francisco Board of Supervisors approved this Agreement by Resolution No. 76-20 on March 6, 2020;

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. located at 300 Lakeside Drive, Suite 400, Oakland, CA 94612.

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

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" mean 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 the later of: (i) May 20, 2020; or (ii) the Effective Date and expire on May 19, 2031, unless earlier terminated as otherwise provided herein.

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 **Eleven Million dollars and no cents (\$11,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to 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.

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

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

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

3.6 Payment of Prevailing Wages.

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

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

the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

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

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

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

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

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in

the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

3.7 Apprentices.

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

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

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

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed

to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

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

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services 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 below in Appendix B.

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

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

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies 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.

5.1.4 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction

in coverages, except for non-payment for which no less than ten (10) days' notice. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

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

5.1.9 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.

5.1.10 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	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.

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
3.3.7(a)	Grant Funded Contracts – Disallowance	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/ .

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

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

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 9.45% 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: Thomas Hull
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
thull@sfgwater.org

To Contractor: Theodore Feldsher
AECOM Technical Services, Inc.
300 Lakeside Drive, Suite 400
Oakland, CA 94612
Theodore.feldsher@aecom.com

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

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

11.3 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.

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may

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

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

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

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

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

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

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (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 October 21, 2019. 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 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **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.

13.4.3 **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

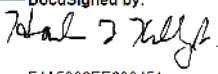
14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing 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:

F4A5909EE839451...

DocuSigned by:

969DBC1BAE1B4E1...

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

Theodore Feldsher
Vice President, Project Manager

City Supplier Number: _____

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
0BC11F915778410...

Randy Parent
Deputy City Attorney

Appendices

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

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following dam and reservoir planning and engineering design Services:

1. Civil Engineering
2. Electrical Engineering
3. Mechanical Engineering
4. Structural Engineering
5. Pipeline Engineering
6. Geotechnical/Geologic Engineering
7. Tunnel Engineering
8. Cost Estimating
9. Utilities Mapping and Coordination
10. Photogrammetry/Surveys
11. Materials Testing/Special Inspections
12. Quality Assurance Review
13. Peer Review/Independent Technical Review
14. PFMA and Risk Assessments
15. Other Specialized Services

Project Name: Regional Dam Safety Upgrades

Project Description

This dam safety program covers stability study of dams and ancillary structures, condition assessment of spillways, instrumentation upgrades, repairs and maintenance, and capital improvement projects at regional dams located within the Bay Area and outside of San Francisco including: Calaveras Dam, Lower Crystal Springs Dam, San Andreas Dam, Pilarcitos Dam, and Turner Dam.

Scope of work: The Consultant(s) will review all pertinent background information. The Consultant(s) will provide planning and engineering design services to address routine maintenance and capital improvements as directed by SFPUC.

Project Name: Pilarcitos Dam and Reservoir Improvements

Project Description

The Pilarcitos Reservoir is in San Mateo County west of Interstate 280 and about 1.5 miles west of San Mateo. The Pilarcitos Dam is an earth fill embankment structure approximately 95 feet high and 520 feet long that the City constructed from 1865 to 1866. This project will address seismic stability of the Pilarcitos Dam and Reservoir facilities concerns and perform upgrades to the dam, spillway, outlet works and other appurtenant facilities as necessary. SFPUC is currently conducting a condition and needs assessment of the dam and forebay outlet structure, outlet tunnel, outlet pipeline, and spillway as requested by the California Division of Safety of Dams (DSOD); the project will develop retrofit options as necessary. SFPUC prepared a draft report in April of 2019 of the results of an Incremental Damage Assessment study performed for Pilarcitos Dam. The study was prompted by the results of recent

dam breach and PMF studies. The PMF study showed that the Pilarcitos Dam spillway does not have sufficient capacity to pass the PMF.

Scope of work: The Consultant(s) will review all pertinent background information, previous studies and reports (AAR and CER). The design engineering support will be as authorized by the SFPUC to review the AAR/CER in the Planning Phase and complete geotechnical investigations, hydrology/hydraulic analysis, structural/seismic analysis, Design Phase deliverables, and environmental support documentation. Additional elements for consideration include access roads, dam security and maintenance.

Project Name: San Andreas Dam Facility Improvements

Project Description

This project will address San Andreas Dam facility conditions concerns and perform upgrades identified during the Planning Phase. This project includes three sub-projects, including: San Andreas Dam Facility Improvements (DFI), San Andreas Dam (SAD) Spillway, and a new sub-project to assess the dam embankment. San Andreas DFI project addresses the emergency drawdown outlets, as directed by the California DSOD. The SAD Spillway project includes a spillway condition assessment mandated by DSOD and potentially also will include spillway replacement if that should be required. The third project is the SAD embankment assessment for seismic stability associated with the potential for liquefaction of alluvium underneath the embankment. Construction of the emergency drawdown outlets will precede any potential upgrades to the spillway and/or embankment.

Scope of work for the San Andreas DFI: The Consultant(s) will review all pertinent background information and previous studies (existing Probable Maximum Flood study and Spillway Condition Assessment report). The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC.

Scope of work for the SAD Spillway: The Consultant(s) will review all pertinent background information and previous bridge inspection and spillway condition reports. The planning and design engineering support will be as authorized by the SFPUC to complete the NAR/AAR/CER in the Planning Phase, geotechnical investigations, hydrology/hydraulic analysis, Design Phase deliverables, and environmental support documentation. Additional elements for consideration include the bridge replacement, access roads, dam security and maintenance.

Scope of work for the SAD Embankment: The Consultant(s) will review all pertinent background information and previous reports (San Andreas Probable Maximum Precipitation and draft San Andreas Probable Maximum Flood reports). The planning and design engineering support will be as authorized by the SFPUC to complete the embankment assessment for seismic stability and to complete the NAR/AAR/CER in the Planning Phase, geotechnical investigations, hydrology/hydraulic analysis, structural/seismic analysis, Design Phase deliverables, and environmental support documentation.

Project Name: Turner Dam and Reservoir Improvements

Project Description

This project is to address recommendations included in the Turner Dam Spillway Condition Assessment Report as directed by California DSOD. The project also is budgeted for the spillway upgrades and other possible upgrades at the dam if that should be necessary.

Scope of work for the Turner Spillway: The Consultant(s) will review all pertinent background information, previous reports (the Turner Dam Spillway Condition Assessment Report,

Preliminary Seismic Deformation and Stability Analyses, and construction documents for addressing the erosion downstream of the spillway). The planning and design engineering support will be as authorized by the SFPUC to complete the NAR/AAR/CER in the Planning Phase, geotechnical investigations, hydrology/hydraulic analysis, structural/seismic analysis, Design Phase deliverables, and environmental support documentation. Additional elements for consideration include seismic deformation analysis of the dam embankment, access roads, dam security and maintenance.

Project Name: Local (San Francisco) Tanks/Reservoir Improvements

Project Description

This project provides long-term funding for the renewal and rehabilitation of 10 major water storage reservoirs and 6 storage tanks that range in age from 50 to 120 years old. While the Water System Improvement Program provided some seismic and water quality improvements at several of the facilities, all the sites have ongoing and emerging needs to address seismic, maintenance access, electrical, structural, and other potential deficiencies.

Scope of work: The Consultant(s) will review all pertinent background information. The Consultant(s) will provide planning and engineering design services as directed by the SFPUC.

Project Name: College Hill Reservoir Outlet

Project Description

The College Hill Reservoir is in San Francisco's Bernal Heights residential district and is a critical reservoir responsible for delivering water to the eastern and northern areas of San Francisco including General Hospital, Upper Market Street, Civic Center, and City Hall. The College Hill Reservoir, constructed in 1870 and San Francisco's oldest water reservoir, was seismically retrofitted in 2001. SFPUC is currently undertaking a phased program to improve the seismic reliability of the water distribution system from College Hill Reservoir to SF General Hospital to withstand a major seismic event. This project addresses essential seismic improvements within the reservoir including installation of a new control valve vault; replacement of reservoir inlet and outlet piping; reservoir roof replacement; miscellaneous piping, security, site access, electrical, instrumentation, and water quality improvements; and replacement of the first section of transmission pipelines for the College Hill system up to Cortland Avenue.

Scope of work: The Consultant(s) will review all pertinent background information, previous analyses, construction documents for the project and provide planning and design engineering support as authorized by the SFPUC.

Project Name: Merced Manor Reservoir Facilities Repairs

Project Description

SFPUC seismically strengthened the Merced Manor Reservoir in 2004 and repaired the roof structure and foundations. After the completion of the upgrade, SFPUC observed spalling of concrete at various locations on the roof structure due to the constant temperature gradient experienced in the roof structure. The design of the seismic retrofit of Merced Manor Reservoir was done without the benefit of the lessons learned from later roof retrofits and construction at Sunset North Basin and University Mound North Basin where the effect of temperature load on the roof due to expansion and contraction was analyzed and designed to accommodate the temperature loading.

Scope of work: The Consultant(s) will review all pertinent background information, previous analyses, construction documents for the project. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to perform structural analysis of the effect of temperature gradient on the existing roof structure design, develop design modifications of the roof structure to accommodate the expansion and contraction loads and design roof modifications and repairs of the spalled concrete.

Project Name: Stanford Heights Reservoir

Project Description

SFPUC performed a stability analysis in 1993, and an updated seismic stability and deformation analysis check of the embankment in 1997. Based on the stability analysis investigation, further investigations, analysis, planning and design engineering for possible improvements may be necessary.

Scope of work: The Consultant(s) will review all pertinent background information and the structural and seismic performance review study which provides seismic rehabilitation recommendations. The Consultant(s) will provide technical review recommendations and perform additional investigations to complete the AAR (which includes risk remediation measures, assessment of the seismic risk level for the reservoir's embankments as well as structural elements including the reservoir roof, divider walls, liners, gate towers, inlet-outlet conduit, and other ancillary features) and CER in the Planning Phase, geotechnical investigation, structural and seismic analysis, Design Phase deliverables, and environmental support documentation.

Project Name: Summit Reservoir

Project Description

SFPUC performed a seismic stability and deformation analysis check of the embankment in 1997. Based on the stability analysis investigation, additional investigation to verify the conclusions of a 2017 seismic engineering evaluation should be conducted, including subsurface investigations, installation of piezometers, and laboratory testing of retrieved samples because of the limited subsurface materials and conditions information, particularly in the embankment fill where the original inlet-outlet conduit was constructed. Geotechnical investigation work began in March 2019, and SFPUC anticipates completion of a geotechnical data report by December 2019.

Scope of work: The Consultant(s) will review all pertinent background information and the structural and seismic performance review study which provides seismic rehabilitation recommendations. The Consultant(s) will provide technical review recommendations and perform additional investigations to complete the AAR (which includes risk remediation measures, assessment of the seismic risk level for the reservoir's embankments as well as structural elements including the reservoir roof, divider walls, liners, gate towers, inlet-outlet conduit, and other ancillary features) and CER in the Planning Phase, geotechnical investigation, structural and seismic analysis, Design Phase deliverables, and environmental support documentation.

Project Name: Sunset South Basin

Project Description

In a 1996 study, SFPUC recommended seismic strengthening of the roof structure and other associated reservoir structural elements at the Sunset Reservoir South Basin. However, due to subsequent prioritization decisions made by SFPUC under WSIP, SFPUC deferred those recommendations. Since the study is now 22 years old, the recommendations need to be reviewed and updated prior to developing and implementing a structural improvement project. The project includes an analysis of the South Basin embankment based on up-to-date geotechnical and seismic inputs. Additional data must be obtained to better characterize the embankment fill, foundation materials, and piezometric conditions. Based upon previously performed studies, the reservoir roof structure and other structural elements require strengthening to bring the structural components to current standards.

Scope of work: The Consultant(s) will review all pertinent background information and the structural and seismic performance review study which provides seismic rehabilitation recommendations. The Consultant(s) will provide technical review recommendations and perform additional investigations to complete the AAR (which includes risk remediation measures, assessment of the seismic risk level for the reservoir's embankments as well as structural elements including the reservoir roof, divider walls, liners, gate towers, inlet-outlet conduit, and other ancillary features) and CER in the Planning Phase, geotechnical investigation, structural and seismic analysis, Design Phase deliverables, and environmental support documentation.

Project Name: University Mound South Basin

Project Description

In a 1996 study, SFPUC recommended seismic strengthening of the roof structure and other associated reservoir structural elements. However, SFPUC deferred the work due to subsequent prioritization decisions during the WSIP. Since the reservoir study is over 22 years old now, the recommendations need to be reviewed and updated as necessary to design work to bring the structural seismic condition up to current standards.

Scope of work: The Consultant(s) will review all pertinent background information and the structural and seismic performance review study which provides seismic rehabilitation recommendations. The Consultant(s) will provide technical review recommendations and perform additional investigations to complete the AAR (which includes risk remediation measures, assessment of the seismic risk level for the reservoir's embankments as well as structural elements including the reservoir roof, divider walls, liners, gate towers, inlet-outlet conduit, and other ancillary features) and CER in the Planning Phase, geotechnical investigation, structural and seismic analysis, Design Phase deliverables, and environmental support documentation.

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

Community Benefits

A) Terms and Conditions

The Contractor shall provide the CB Commitments detailed in its CB Submittal during the term of the Agreement. The representations, warranties, and other terms contained in the Contractor's

CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

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

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

B) Project Team

Eric Zagol shall serve as the Executive in Charge to manage the Contractor’s CB Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the CB Commitments listed in the Community Benefits 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 Community Benefits Coordinator, Melinda Schulze, to organize, plan, track, measure, and report on Contractor’s CB Commitments. The Executive in Charge is responsible for coordinating the senior management of Contractor’s subconsultants to provide benefits to the community should such subconsultants choose to participate.

C) Community Benefits Commitments

Contractor shall provide \$99,000 in direct financial contributions and \$33,000 in volunteer hours. Contractor commits to a minimum contribution of \$132,000 over the term of this Agreement as stated in the Community Benefits Commitments Table below.

Community Benefits Summary Table

				(A)	(B)	(C)	(D)	(E)	(F)
Community Benefit Priority Area	Community Benefit Initiative 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)

Workforce Development	Non-Profit in San Mateo County or Alameda County	Workforce development for local residents focused on disadvantaged communities	Start during Contract Year 1 – Contribute towards one training program per year for 5 years	\$22,000	35 Hrs.	\$150/hr	\$5,250	\$0	\$27,250
Education	Non-Profit in San Mateo County or Alameda County	Promote STEM training and events.	Start during Contract Year 2 – Continue for 10 years	\$25,000	60 Hrs.	\$150/hr	\$9,000	\$0	\$34,000
Education	San Francisco Education Fund – Maisin Scholar Award Program	Fund a scholarship for graduating high school students (\$15K per scholarship)	2 annual scholarships for Year 1 of contract	\$30,000	16 Hrs.	\$150/hr	\$2,400	\$0	\$32,400
Environmental Justice	Environmental Justice Non-Profit in San Mateo County or Alameda County	Participate in volunteer opportunities in a disadvantaged community	Start during Contract Year 1 – One volunteer day per year for 11 years	\$22,000	109 Hrs	\$150/hr	\$16,350	\$0	\$38,350
TOTAL				\$99,000	220 Hrs		\$33,000	\$0	\$132,000

D) Accountability and Deliverables

The Contractor shall provide a detailed description of the accountability methods to ensure that the proposed CB Commitments will be delivered in a transparent and accountable manner. The Contractor shall detail a clear internal plan for tracking, monitoring, and reporting on a regular basis to enable the SFPUC to easily verify that the Contractor’s CB Commitments are delivered as intended throughout the life of the contract.

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

i. Community Benefits Plan and Timeline

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

ii. Community Benefits Commitments and Reporting

- Contractor shall deliver the proposed CB Commitments specified in the CB Submittal and the Community Benefits Plan. Any proposed changes to the CB Commitments as set

forth herein shall be submitted in writing for review by the SFPUC External Affairs' Social Impact Partnership Manager.

- Contractor shall submit biannual progress reports to the SFPUC External Affairs' Social Impact Partnership Manager, which detail the geographic scope of commitment, activities and outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date. Progress reports must be submitted on the last business day of the month following the close of 2nd and 4th business quarters. As part of the progress reports, Contractor also must submit documents to substantiate that the CB Commitments and any funds associated therewith were delivered to the communities they were intended to benefit. These reporting requirements may be adjusted over the duration of the program due to system improvements.
- Contractor shall also submit an annual newsletter documenting the culmination of their CB Commitments, beneficiaries, and outcomes for the year.

E) Statements of Understanding

Contractor acknowledges that they agree with the following statements:

- All instructions for the CB Submittal have been followed.
- Any of the CB Commitments that the Proposer voluntarily commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- CB Commitments must support nonprofit, charitable, or related activities.
- CB Commitments shall not go to, nor benefit, any City department or employee.
- CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- CB Commitments must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Summary Table in the final Agreement is considered binding.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's CB 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 CB Commitments, consistent with all of the terms of Contractor's Community Benefits Submittal dated **October 21, 2019**, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Submittal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

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 **Calvin Huey**.

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 **October 21, 2019**, 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. Billing rates will be fixed for the first year of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the first 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 C 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.0138.C is **2.836**. 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 Project Manager.

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

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

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor's home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

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

**Appendix B-1
Fee Schedule**

FEE SCHEDULE for PUC.PRO.0138: Engineering Services for Dams and Reservoirs

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]
	Project Manager	Theodore Feldsher, PE, GE	\$ 102.02		\$250.00		
	QA/Tunnel Engineer/Civil Hyd	Sam Gambino, PE, GE	\$ 75.58		\$220.69		
	Principal In Charge	Derrick Wong, PE	\$ 100.12		\$250.00		
	Civil Dam Design	John Roadffer, PE	\$ 88.61		\$250.00		
	Civil Dam Design	David Hughes, PE	\$ 89.47		\$250.00		
	Structural Engineer	Steve Brokken, PE, SE	\$ 98.05		\$250.00		
	Geotech Engineer	Mike Forrest, PE, GE	\$ 104.36		\$250.00		
	Engineer Geology	Phil Respass, PG, CEG	\$ 61.49		\$179.55		
	Engineer Geology	Dave Simpson, PG, CEG	\$ 87.50		\$250.00		
	Electrical Engineer	Allen Randall, PE	\$ 99.81		\$250.00		
	Electrical Engineer	Dean Goward, PE	\$ 96.21		\$250.00		
	Electrical Engineer	Rene Moffet, PE	\$ 93.39		\$250.00		
	Hydrology/Hydraulics	Phil Mineart, PE	\$ 80.19		\$234.15		
	Hydrology/Hydraulics	Frank Lan, PhD, PE	\$ 82.70		\$241.48		
	Hyd Structures	Greg Reichert, PE	\$ 96.64		\$250.00		
	Hyd Structures	Mourad Attalla, PE, SE	\$ 108.91		\$250.00		
	Hyd Structures	Fariborz Vossoughi, PhD, PE	\$ 67.20		\$196.22		
	Bridge Engineer	Syed Kazmi, PE	\$ 124.32		\$250.00		
	Bridge Engineer	Tom Barnard, PE	\$ 117.30		\$250.00		
	Civil Engineer	Erik Newman, PhD, PE	\$ 63.61		\$185.74		
	Survey/Mapping	Brian Coleson, PLS	\$ 71.04		\$207.44		
	Cost Estimating	Ramesh Rangiah, CCE	\$ 65.47		\$191.17		
	Cost Estimating	Martin Hammer	\$ 101.91		\$250.00		
	Pipeline Engineer	Craig Smith, PE	\$ 101.57		\$250.00		
	Tech Review	John Bischoff, PE, GE	\$ 146.83		\$250.00		
	Tech Review	Noel Wong, PE	\$ 115.25	2.92	\$250.00	88.56%	259%
	Tunnel Engineer	Bob Frew, MICE C Eng	\$ 118.85		\$250.00		
	PFMA & Risk Asmnt	Jennifer Williams, PE	\$ 92.33		\$250.00		
	Tech Review	Joe Ehasz, PE	\$ 140.58		\$250.00		
	Environmental	Steve Leach	\$ 116.51		\$250.00		
	Environmental	Kelly Bayer	\$ 98.04		\$250.00		
	Materials Testing/Insp	John Tabor, PE	\$ 63.74		\$186.12		
	Materials Testing/Insp	Anthony Meis, PE, DCE, SPRAT I	\$ 91.55		\$250.00		
	Geotech Instr	Sheri Janowski, PG, CEG	\$ 58.12		\$169.71		
	Geotech Instr	John Paxton, PE	\$ 71.45		\$208.63		
	CADD/BIM	Brian DeAnda	\$ 48.73		\$142.29		

AECOM Technical Services,
Inc.

	President/Technical Review	Jonathon Bray	\$	300.00	1.00	\$250.00		1%
J D Bray Consultants LLC (Independent Consultant)						\$0.00	0.50%	
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
Steven P Lombardi Consulting (Independent Consultant)	O&M Liaison	Steve Lombardi	\$	194.00	1.00	\$194.00	0.50%	1%
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
Matthew Gass Consulting (Independent Consultant)	Mechanical Engineering	Matt Gass	\$	180.00	1.00	\$180.00	0.50%	1%
						\$0.00		
						\$0.00		
						\$0.00		
						\$0.00		
Effective Project Overhead & Profit Rate (EOPR):								
Maximum Allowable Effective Project Multiplier = 3.20								2.836

Certificate Of Completion

Envelope Id: 91C27AF0C9484B9D84F39FFBD374EA11	Status: Delivered
Subject: Please DocuSign: PUC.PRO.0138.C Engineering Services for Dams & Reservoirs: AECOM Tech. Contract	
Source Envelope:	
Document Pages: 51	Signatures: 3
Certificate Pages: 5	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	LaWan Jones
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	525 Golden Gate Ave
	San Francisco, CA 94102
	LJones@sfgwater.org
	IP Address: 67.218.104.126

Record Tracking

Status: Original	Holder: LaWan Jones	Location: DocuSign
5/6/2020 8:25:21 AM	LJones@sfgwater.org	

Signer Events

Theodore Feldsher
 theodore.feldsher@aecom.com
 Vice President
 Security Level: Email, Account Authentication (None), Access Code

Signature


DocuSigned by:
 Theodore Feldsher
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 Signature Adoption: Pre-selected Style
 Using IP Address: 157.131.109.216

Timestamp

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 Viewed: 5/6/2020 1:04:02 PM
 Signed: 5/11/2020 12:23:06 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/6/2020 1:04:02 PM
 ID: ca8a8022-5a23-445e-bc44-bb0eaa42c44d


Randy Parent
 Randy.Parent@SFCityAtty.org
 Deputy City Attorney
 San Francisco City Attorney's Office
 Security Level: Email, Account Authentication (None), Access Code


DocuSigned by:
 Randy Parent
 0BC11F915778410...
 Signature Adoption: Pre-selected Style
 Using IP Address: 208.121.32.144

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 Signed: 5/13/2020 3:58:42 PM

Electronic Record and Signature Disclosure:
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
Kyndra Cox
 KCox@sfgwater.org
 Professional Services Contracts Manager
 CCSF - PUC
 Security Level: Email, Account Authentication (None)


DS
 KC
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.218.104.126

Sent: 5/13/2020 3:58:46 PM
 Viewed: 5/19/2020 4:30:04 PM
 Signed: 5/19/2020 4:30:39 PM


Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ivy Fine
 IFine@sfgwater.org
 CCSF - PUC
 Security Level: Email, Account Authentication (None)

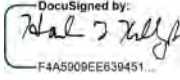

DS
 IF
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 67.218.104.126

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 Signed: 5/19/2020 10:44:23 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kathryn How KHow@swater.org Assistant General Manager, Infrastructure CCSF - PUC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.218.104.126	Sent: 5/19/2020 10:44:27 PM Viewed: 5/20/2020 8:13:14 AM Signed: 5/20/2020 8:14:09 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Harlan L. Kelly HKelly@swater.org General Manger CCSF - PUC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 174.194.195.25	Sent: 5/20/2020 8:14:14 AM Viewed: 5/20/2020 11:41:38 AM Signed: 5/20/2020 11:42:07 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kyndra Cox KCox@swater.org Professional Services Contracts Manager CCSF - PUC Security Level: Email, Account Authentication (None)		Sent: 5/20/2020 11:42:11 AM Viewed: 5/20/2020 2:49:10 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/20/2020 11:42:11 AM
Certified Delivered	Security Checked	5/20/2020 2:49:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CCSF - 5 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CCSF - 5:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: natalie.prendergast@sfgov.org

To advise CCSF - 5 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at natalie.prendergast@sfgov.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CCSF - 5

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CCSF - 5

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to natalie.prendergast@sfgov.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CCSF - 5 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CCSF - 5 during the course of your relationship with CCSF - 5.

Report Title: PSC Management Details
Run Date and Time: 2024-08-22 16:17:31 Pacific Daylight Time
Run by: Jotti Aulakh
Table name: u_oqa_psc_management

PSC Management

Number:	DHRPSC0003873	Version:	2.0
Legacy PSC #:	41310-18/19	Request Type:	Amendment
Requester:	Shawndrea Hale	Request Status:	Completed
Submitting Department:	PUC	Withdrawn By:	
Dept PSC Coordinator:	Shawndrea Hale	Withdrawn On:	
Dept Project Manager:	Tedman Lee	Awaiting Info From:	
		Awaiting Info Reason:	
		PSC Formal Approval Date:	2024-08-14
		Opened:	2024-07-18 13:32:35
		Opened by:	Shawndrea Hale
		CSC Review Required:	false
		Watch list:	
		Cancelled On:	

Brief description of proposed work:

Engineering Services for Dams and Reservoirs (PRO.0138)

Reason for the Request for Amendment:

increase contract capacity in order to continue providing support to SFPUC civil, structural, electrical, and mechanical engineering staff, and other specialized engineering services needed for the planning and design of SFPUC's dam and reservoir projects under the Hetch Hetchy and Water Enterprise Capital Improvement Programs

Withdraw Reason:

Reason for Cancellation:

Retire Reason/Comments:

Has this record ever gone through CSC Approval?:

Amount

PSC Amount:	\$0.00	Does contract include items other than services?:	No
Previously Approved Amount:	\$33,000,000.00	1 - Commodities & Equipment:	false
Increase Amount:	\$9,000,000.00	Estimated NTE Amount (1):	\$0.00
Why are you requesting the PSC amount to be increased?:	Need more contract capacity in PRO.0138.C	2 - On-premise Software Licenses:	false
Total Amended Amount:	\$42,000,000.00	Estimated NTE Amount (2):	\$0.00
Current Cumulative Approved Amount (Digitized Only):	\$0.00	3 - On-Premise Software Support (w/out Prof Services):	false
Last Cumulative CSC Approved Amount (Digitized Only):	\$0.00	Estimated NTE Amount (3):	\$0.00
Last CSC Approved Amount:	\$33,000,000.00	4 - Cloud-Based Software Licenses and Support (w/out Prof Services):	false

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 20-0008

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires the assistance of professional engineering firms to perform planning, design, and, possibly, engineering support of improvements to various SFPUC Dam and Reservoir facilities in the Water and Power Enterprises; and

WHEREAS, The estimated cost of services under each agreement is \$11,000,000; and

WHEREAS, The Request for Proposals was advertised on September 12, 2019 to select up to three consulting firms to provide specialized and dam and reservoir design services, with a not-to-exceed amount of \$11,000,000 per agreement and with a term not to exceed eleven (11) years per agreement; and

WHEREAS, Services are anticipated to begin in April 2020 and end in March 2031 and the duration of these agreements is eleven (11) years each; and

WHEREAS, SFPUC staff and Contract Monitoring Division (CMD) review of the selection panel evaluations of the proposals and interviews resulted in the establishment of HDR Engineering, Inc. and AECOM Technical Services, Inc. as the best qualified consulting firms; and

WHEREAS, CMD established a 7% Local Business Enterprise (LBE) subconsultant participation requirement for each of these agreements, and HDR Engineering, Inc. and AECOM Technical Services, Inc. committed to LBE subconsultant participation of 10.50%, and 9.45%; and

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

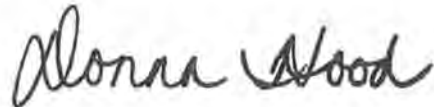
WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within two weeks of the date of the Commission award; failure of the proposer to obtain compliance certification 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, These agreements do not fall within the definition of a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4) and no task order will be issued for any work that could lead to a physical environmental impact under these contracts until the appropriate CEQA document is prepared, reviewed and considered prior to task order release; and

WHEREAS, Funds for Agreements No. PRO.0138A&C, Engineering Services for Dams and Reservoirs will be available from projects in the Hetch Hetchy and Water Enterprise 10-Year Capital Improvements Programs; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of HDR Engineering, Inc. and AECOM Technical Services, Inc.; awards Project-Funded Agreements Nos. PRO.0138A&C, Engineering Services for Dams and Reservoirs, to HDR Engineering, Inc. (PRO.0138A) and AECOM Technical Services, Inc. (PRO.0138C), to provide planning and specialized engineering design services, and authorizes the General Manager to negotiate and execute two professional services agreements with the selected consultants, each in an amount not-to-exceed \$11,000,000 and each with a term of eleven years, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer, subject to the Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of January 14, 2020.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 24-0187

WHEREAS, On January 14, 2020, by Resolution No. 20-0008, the Commission awarded Contract No. PRO.0138.C, Engineering Services for Dams and Reservoirs, to AECOM Technical Services, Inc. (AECOM), to provide dam and reservoir planning and engineering services for projects identified within the Water Enterprise Capital Improvement Program, with a not-to-exceed contract amount of \$11,000,000, and with a contract duration of 11 years; and

WHEREAS, Staff recommends the Commission approve Amendment No. 1 to increase the contract amount by \$9,000,000, for a total not-to-exceed contract amount of \$20,000,000, with no change to the contract duration, in order to provide additional planning, design and other specialized engineering services for the dams and reservoirs projects that have increased in scope and budget under the Water Enterprise Capital Improvement Program; and

WHEREAS, The Contract Monitoring Division (CMD) established a 7% Local Business Enterprise (LBE) subconsultant requirement (of the total value of services to be provided) for this contract and AECOM committed to 9.45% LBE participation in its proposal, and that amount remains unchanged; and

WHEREAS, Amendment of this professional services contract does not constitute a “project” under the California Environmental Quality Act (CEQA) Guidelines section 15378 because work will consist of engineering services only and does not involve a commitment to any specific project that may result in a direct or indirect physical change in the environment and staff will not approve any work involving ground disturbance or any other physical changes to the environment, such as for geotechnical investigations, under this contract until the SFPUC has reviewed and considered any required environmental review and authorizes such work; and

WHEREAS, Amendment of this professional services contract is not an approval of any proposed project and SFPUC retains discretion to, among other things, modify proposed projects to mitigate significant environmental impacts, require the implementation of specific measures to mitigate any significant environmental impacts of the projects, or reject the project, following completion of environmental review; and

WHEREAS, Funds for this Amendment No. 1 are available from individual project budgets within the Water Enterprise Capital Improvements Program; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 1 to Contract No. PRO.0138.C, Engineering Services for Dams and Reservoirs, with AECOM Technical Services, Inc., to continue providing planning, design, and, possibly, engineering support of improvements to various SFPUC Water Enterprise Dam and Reservoir facilities, increasing the contract amount by \$9,000,000, with no change to the contract duration, for a total not-to-exceed contract amount of \$20,000,000, and a total contract duration of 11 years, subject to Board of Supervisors approval under Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 27, 2024.



*Director of Commission Affairs,
San Francisco Public Utilities Commission*



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
 Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240827

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
 A Public Document

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

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

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

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

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Tedman Lee	415-551-4863
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Infrastructure Bureau	tlee@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR AECOM Technical Services, Inc.	TELEPHONE NUMBER 510-893-3600
STREET ADDRESS (including City, State and Zip Code) 300 Lakeside Drive, Suite 400 Oakland, CA 94612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240827
DESCRIPTION OF AMOUNT OF CONTRACT \$20,000,000		
NATURE OF THE CONTRACT (Please describe) PRO.0138.C provides planning and engineering services for dam and reservoir improvement projects identified within the Water Enterprise Capital Improvement Program under the direction of the SFPUC Engineering Management Bureau. The consultants will provide specialized dam and reservoir engineering services including civil, geomorphology, hydrology, hydraulics, geotechnical, slope stabilization and structural engineering for the design and reconstruction of the dams, reservoirs, and associated facilities.		

7. COMMENTS

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Rudd/AECOM	Troy	CEO
2	Poloni/AECOM	Lara	Other Principal Officer
3	Battley/AECOM	Todd	Other Principal Officer
4	Gan/AECOM	David	Other Principal Officer
5	Kapoor/AECOM	Gaurav	CFO
6			
7			
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19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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27			
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: August 30, 2024

SUBJECT: [Agreement Amendment - AECOM Technical Services, Inc. - Engineering Services for Dams and Reservoirs – Not to Exceed \$20,000,000]

Please see attached a proposed Resolution authorizing the General Manager of the San Francisco Public Utilities Commission to execute Amendment No.1 to Contract No. PRO.0138.C with AECOM Technical Services, Inc, increasing the contract by \$9,000,000 for a total not-to-exceed amount of \$20,000,000, with no change to the term, for the period of April 16, 2020, through April 15, 2031, to continue providing planning, design, and engineering support of improvements to various Dam and Reservoir facilities, pursuant to Charter Section 9.118(b).

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 20-0008 (PDF Version)
- PRO.0138.C Original Executed Contract (PDF Version)
- Draft Amendment No. 01 (Word Doc Version)
- PRO.0138.C Form 126 (PDF Version)
- SFPUC Resolution No. 24-0187 (Word Doc Version)
- PSC Approval (PDF Version)

Please contact Jeremy Spitz at jspitz@sflower.org if you need any additional information on these items.

London N. Breed
Mayor

Tim Paulson
President

Anthony Rivera
Vice President

Newsha K. Ajami
Commissioner

Kate H. Stacy
Commissioner

Dennis J. Herrera
General Manager

