



# San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

April 22, 2025

Infrastructure Division  
525 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102

Karen Pappas  
HDR Stantec JV  
2365 Iron Point Road, Suite 300,  
Folsom, CA 95630  
Email: [Karen.pappas@hdrinc.com](mailto:Karen.pappas@hdrinc.com)

**RE:** 1) Notice of Contract Award  
2) Executed Agreement between the City and County of San Francisco  
Public Utilities Commission and HDR Stantec JV.

Dear Ms. Pappas,

This letter provides a *Notice of Contract Award* for the following contracted work:

**Contract ID Number:** PRO.0205 (1000035797)  
**Contract Title:** Water Capital Program Management Contract  
**Effective Date:** April 22, 2025 to April 21, 2035  
**Amount:** Total value of contract not to exceed  
\$80,000,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel  
Infrastructure Budget and Finance

Enclosure: Executed Agreement  
cc: Katie Miller

File/PRO.0205 - NCA

**Daniel L. Lurie**  
Mayor

**Kate H. Stacy**  
President

**Joshua Arce**  
Vice President

**Avni Jamdar**  
Commissioner

**Steve Leveroni**  
Commissioner

**Dennis J. Herrera**  
General Manager

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



**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  
HDR Stantec JV  
PRO.0205 Water Capital Program Management Contract**

This Agreement is made this 4<sup>th</sup> day of March, 2025, in the City and County of San Francisco (“City”), State of California, by and between HDR Stantec JV (“Contractor”) and City.

**Recitals**

WHEREAS, the San Francisco Public Utilities Commission (“Department,” or “SFPUC”) wishes to procure programmatic support services for implementation of capital programs for the Water Enterprise, including the Regional and Local Water Enterprise Capital Improvement Program (CIP), the Hetch Hetchy Water CIP, and the Water System Improvement Program (WSIP) from Contractor; and

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (“RFP”) entitled Water Capital Program Management Contract issued through Sourcing Event ID PRO.0205; and

WHEREAS, this is a contract for Services and there is a Local Business Enterprise (“LBE”) subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on June 17, 2024 from the Civil Service Commission under PSC number DHRPSC0004898 in the amount of \$80,000,000 for the period of 10 years; and

WHEREAS, the City’s Public Utilities Commission approved this Agreement by 24-0248 on December 10, 2024 in the amount of \$80,000,000 and with a duration of 10 years; and

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

WHEREAS, the City’s Board of Supervisors approved this Agreement by 58-25 on February 21, 2025 in the amount of \$80,000,000 and with a duration of 10 years; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through 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, personal 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”). Confidential Information includes, without limitation, City Data.

1.5 “Contractor” means HDR Stantec JV, 201 California Street, Suite 1500, San Francisco, CA 94111.

1.6 “Deliverables” means Contractor’s or its subcontractors’ work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

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

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

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 **Term.** The term of this Agreement shall commence on the Effective Date and expire ten (10) years later, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for up to five (5) additional years. The City may exercise this option at the City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

### **Article 3 Financial Matters**

#### **3.1 Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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 the 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. The 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.

3.1.2 **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."

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until the City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

#### **3.3 Compensation.**

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed Eighty Million Dollars (\$80,000,000), the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services 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 the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to 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 submitted by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.8, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

### **3.3.5 Prompt Payment of Subcontractors**

(a) **LBE Payment and Utilization Tracking System.** LBE Subcontracting Participation Requirements apply to a contract awarded pursuant to this Solicitation, the Awarded Contractor shall: (a) within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of twenty (20%) of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartner.sfgov.org/pages/training.aspx>.

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

### **3.3.6 Getting paid by the City for Services.**

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to

be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sf.gov.org](https://sf.gov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

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

### 3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within  $\geq 30$  calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved.**

**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 copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

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

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, (collectively, "Covered Services"), which is incorporated into 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 ("DIR"), 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 applicable prevailing wage rates are available from the City's Office of Labor Standards and Enforcement ("OLSE"). See also <https://sf.gov/resource/2022/citywide-contractor-labor-laws>. Contractor agrees that it shall pay not less than the prevailing wage rates,

as determined by the Board of Supervisors and DIR, to all workers employed by Contractor who perform Covered Services under this Agreement.

**3.6.3 Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors and DIR for such labor and services.

**3.6.4 Posted Notices.** Contractor shall post job site notices prescribed by DIR at all job sites where Covered Services are to be performed.

**3.6.5 Payroll Records.** Contractor shall keep or cause to be kept complete and accurate payroll records for all workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their 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 perform 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/or DIR.

**3.6.6 Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to the City and to DIR as specified by the City and DIR. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by the City. 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 performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by DIR and/or OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with DIR and/or OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (ii) Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iii) Contractor shall prominently post at each job-site a sign informing employees that the project is subject to City's prevailing wage requirements and that these requirements are enforced by OLSE; and (iv) OLSE may audit such records of Contractor as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(g), as amended from time to time, San Francisco Administrative Code Section 6.22(e), and San Francisco Labor and Employment Code Article 102, as applicable.

**3.6.8 Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this

Agreement or subcontract 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 compensate for Services beyond those stated.

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by the 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 the 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.

**4.3 Subcontracting.** 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. City’s execution of this Agreement constitutes its approval of the subcontractors listed below in Appendix B-1, Fee Schedule. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City’s approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

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

**4.4.1 Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. 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 of its agents or employees. 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 the City determine that Contractor is not performing in accordance with the requirements of this Section, 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 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 the 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 the City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold 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. 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.

**4.6 Reserved.**

**4.7 Reserved. (Liquidated Damages)**

**4.8 Reserved. (Performance Bond)**

**4.9 Reserved. (Fidelity Bond)**

**4.10 Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

**4.11 No Responsibility for Public Contracting.** Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of its preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders/proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

(a) Commercial General Liability Insurance with limits not less than \$10,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

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

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

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

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

(f) **Reserved. (Cyber and Privacy Liability Insurance)**

(g) **Reserved. (Pollution Liability Insurance)**

#### 5.1.2 **Additional Insured.**

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

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

(c) **Reserved. (Pollution Additional Insured Endorsement)**

5.1.3 **Waiver of Subrogation.** The Workers’ Compensation Liability Insurance policy(ies) shall include a waiver of subrogation in favor of the City for all work performed by the Contractor, and its employees, agents and subcontractors.

#### 5.1.4 **Primary Insurance.**

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

(c) **Reserved. (Pollution Liability Insurance)**

#### 5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days’ advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment

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

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

## **5.2 Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation,

reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against the City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify or hold harmless Contractor.

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

5.3.1 **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.

5.3.2 **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.

5.3.3 **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.

5.3.4 **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.

5.3.5 Under no circumstances will City indemnify or hold harmless Contractor.

## **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. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. 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 ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

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 affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the 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) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.
- (b) Halting the performance of all Services on and after the Termination Date.
- (c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.
- (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.
- (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 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 provided prior to the Termination Date, for which City has not already made 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 and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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, 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 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		
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, reorganization or arrangement, 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 Default Remedies.** 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 in accordance with Article 11.

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
		9.2	Works for Hire
3.5	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
8.2.2	Default Remedies		

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, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

**9.2 Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of the City. If any such Deliverables are ever determined not to be works for hire under federal 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 its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

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

**10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by

reference in this Article and elsewhere in the Agreement (“Mandatory City Requirements”) are available at [http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/).

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

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

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Labor and Employment Code Article 141, 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 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 Article 141. Information about and the text of Article 141 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 Article 141, irrespective of the listing of obligations in this Section.

**10.5 Nondiscrimination Requirements.**

**10.5.1 Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Labor and Employment Code Article 131.2.

#### 10.6 **Local Business Enterprise and Non-Discrimination in Contracting**

**Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 20.83% 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.** Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

**10.8 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 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 Article 121, 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 Article 121. 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 applicable 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 ten percent (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 Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

10.14.2 The requirements of Article 142 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. Article 142 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 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 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.

**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 Distribution of Beverages and Water.**

**10.17.1 Reserved. (Sugar-Sweetened Beverage Prohibition)**

**10.17.2 Reserved. (Packaged Water Prohibition)**

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

## **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:	Katie Miller San Francisco Public Utilities Commission 525 Golden Gate Avenue San Francisco, CA 94102 <a href="mailto:kmiller@sfgwater.org">kmiller@sfgwater.org</a>
To Contractor:	Karen Pappas HDR Stantec JV 2365 Iron Point Road, Suite 300 Folsom, CA 95630 <a href="mailto:Karen.pappas@hdrinc.com">Karen.pappas@hdrinc.com</a>

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof

to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

## **11.2 Compliance with Laws Requiring Access for People with Disabilities.**

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

## **11.2.2 Reserved. (Information and Communication Technology Accessibility)**

**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 § 7920 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 by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

## **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. Disputes will not be subject to binding arbitration. 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 including the appendices, 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.** The Parties agree that this Agreement, including all appendices, sets forth the Parties’ complete agreement. If the Appendices to this Agreement include any standard printed terms from 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 in this Agreement shall take precedence, followed by the procurement issued by the department (if any), Contractor’s proposal, and Contractor’s printed terms, respectively. Any hyperlinked terms included in Contractor’s terms shall have no legal effect.

**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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor 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 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. (Payment Card Industry (“PCI”) Requirements)**

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

### **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 the 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 the 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 the 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

**13.4.2 Disposition of City Data.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by 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 the City Data and any derivative works of the City Data is the exclusive property of the 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. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. 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 14 MacBride And Signature**

**14.1 MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Chapter 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**

Recommended by:

DocuSigned by:

*Dennis J. Herrera*

6619F304C40A4DA...  
Dennis J. Herrera

General Manager

San Francisco Public Utilities Commission

**CONTRACTOR**

**HDR Stantec JV**

DocuSigned by:

*Holly Kennedy*

BB33F4D632C342A...  
Holly Kennedy

Senior Vice President

City Supplier Number: 0000057052

Approved as to Form:

David Chiu

City Attorney

Signed by:

*Yadira Taylor*

By:

Yadira Taylor for

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Tyson Arbuthnot

Deputy City Attorney

**Appendices**

A: Scope of Services

B: Calculation of Charges

B-1: Fee Schedule

## **Appendix A**

### **Scope of Services**

#### **I. Project Definitions**

The Contractor will serve as the Program Management Consultant (PMC) to provide programmatic support services for delivery of the Water Capital Improvement Program (CIP).

The Water CIP has been challenged with project deliverability and prioritization of competing projects with limited capital funding. The PMC will support Staff (Infrastructure, Water Enterprise, and Finance) on developing a cohesive Water CIP that meets the strategic operational objectives and Level of Service (LOS) Goals of the Water Enterprise and is deliverable and affordable for ratepayers. The San Francisco Public Utilities Commission (SFPUC) will also request support from the PMC in evaluating capital needs beyond the 10-year horizon to understand long-term asset management needs as well as the impact to affordability for ratepayers.

The PMC will work under the direction of the SFPUC's Water CIP Director (Program Director) or designee.

The primary role of the Contractor will be to perform the following tasks, including but not limited to:

##### **1. Program Administration (P)**

- 1.1 Program Contract Management
- 1.2 Program Management Charter
- 1.3 Program Management Plan
- 1.4 Document Management
- 1.5 Quality Management

##### **2. Strategic Capital Planning (S)**

- 2.1 Program Review and Alignment
- 2.2 Long-Range Capital Planning and Delivery
- 2.3 Adaptive Management Process
- 2.4 Asset Management Integration

##### **3. Program Delivery (D)**

- 3.1 Pre-Construction Program Safety
- 3.2 Program Performance Metrics and Lessons Learned
- 3.3 Risk Management
- 3.4 Facilities Integration Plan
- 3.5 Project Labor Agreement Support
- 3.6 Diversity, Equity and Inclusion Support
- 3.7 Quality Control (Planning and Design)
- 3.8 Communications and Reporting Support
- 3.9 Cost Estimating
- 3.10 Operations Coordination
- 3.11 Program Deliverability Review

#### **4. Project Technical Support (T)**

- 4.1 Project Delivery Review
- 4.2 Project Planning Support
- 4.3 Specific Project Planning Support
- 4.4 Seismic Evaluation/Standards
- 4.5 Hydraulic Modeling and Systems Engineering
- 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency
- 4.7 Design Standards Review and Recommendations
- 4.8 Technology Transfer, Training, and Professional Development
- 4.9 Emerging Technologies Review and Utility Expertise
- 4.10 Value Engineering
- 4.11 Independent Technical Reviews and Input
- 4.12 Building Information Modeling and Asset Digitization

## **II. Description of Services**

### **Task 1 Program Administration**

Following the Notice to Proceed, the Consultant will work with the Program Director to determine what staff (if any) to co-locate in SFPUC office space. The PMC must have the ability to staff SFPUC offices as requested, from San Francisco to Moccasin.

#### **SUBTASK 1.1 Program Contract Management**

The PMC will assign a Program Contract Manager to track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PMC team. The PMC must also track task participation, work scope development, and hours (by individual). The Program Contract Manager will act as the Program Director's assistant on administrative tasks and assist with preparing quarterly contract progress updates and securing required resources. The PMC, subject to Program Director's approval, will recommend the format and contents for the quarterly progress update reports initially and update them as requested thereafter.

The Program Contract Manager will be responsible for the quality assurance/quality control (QA/QC) of all PMC invoice packages (hours, staff), status reports (deliverables), task orders, and Other Direct Costs (ODC) requests. The PMC will institute internal review systems so that invoices, task orders, and other contract documents are accurate when submitted to the SFPUC. PMC must address questions or errors in the invoices promptly prior to submitting to the Program Contract Manager and the SFPUC.

#### **SUBTASK 1.2 Program Management Charter**

As an initial task, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Charter for the contract. All parties must agree to this Charter, which will set out goals, objectives, and key results that are specific to the execution of this contract. Examples of objectives may include improved program delivery, improved resource allocation, decreased operational and financial risk, improved cost efficiency, higher level of staff and contractor diversity, higher level of stakeholder engagement, and others. The PMC must develop

methods for measuring progress and provide quarterly reports and revisit and update the Charter annually.

### **SUBTASK 1.3 Program Management Plan**

As applicable immediately after the award of this Contract, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Plan (PMP) for the contract. The PMP will be the overarching roadmap for all PMC team members working on the Water CIP.

The PMC will develop the PMP initially as a draft for input and approval by the Program Director and SFPUC management. The PMC shall update the PMP annually to include relevant emerging topics and any appropriate reorganization to incorporate program and priority changes. The PMP will include all information that is relevant to the contract and programmatic oversight of the Water CIP including but not limited to:

appropriate reorganization to incorporate program and priority changes. The PMP will include all information that is relevant to the contract and programmatic oversight of the Water CIP including but not limited to:

rate program and priority changes. The PMP will include all information that is relevant to the contract and programmatic oversight of the Water CIP including but not limited to:

- Table of Contents
- Water CIP Overview
- Levels of Service
- PMC Charter
- PMC and Water CIP Staff Organization and Organizational Charts
- PMC Management Approach
- Capital Planning and 10-Year CIP Budget Update Support
- Water CIP Baseline Schedule and Budget Overview
- Water CIP Delivery Performance
- Program Delivery Resource Plan
- Program Achievements and Milestones
- Program Procedures and Controls
- Risk Management Plan
- Evaluation of Operational Risk versus Affordability
- Internal and External Communications Plans
- Finance Plans and Audits
- Quality Management

The PMP may also include annual updates to specific activities and strategies that contribute to the success of the program, such as the following:

- Program Review, Optimization and Validation
- Contracting Resources and Strategy
- Operations and Maintenance Strategy, Coordination
- Internal and External Stakeholder and Agency Coordination
- Environmental Planning and Permits
- Health, Safety and Security

- Lessons Learned
- Technology Transfer/Training
- Work Force Development
- Diversity, Equity and Inclusion Initiatives
- Local Business Enterprise (LBE) Contracting Compliance
- Asset Management Support
- Change Management and Control
- Sustainability and Resilience Strategies
- Right-of-Way/Easements/Property Acquisition
- Integration of Software Systems
- Legislative Requirements
- Project-Specific Support, Changes, and Notable Highlights

#### **SUBTASK 1.4 Document Management**

##### **ment**

The PMC team will assist the Program Director and Staff with the continued rollout and utilization of SFPUC's document management system (SharePoint), adhering to and helping further develop SFPUC procedures and guidance for already created document management systems, and coordinate with Staff to incorporate the document retention policy requirements when setting up the filing systems that will be used by all CIP project managers, project engineers, and staff. The PMC will supply a document control specialist for the duration of the contract to oversee the document management system and to ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring SFPUC maintains custody of all critical hard copies. The PMC will organize documentation indices and assign each document with a tracking number.

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#### **SUBTASK 1.5 Quality Management**

The PMC will create and update a Quality Management Plan for monitoring and assuring highest level of quality in all work products and communications. The Quality Management Plan will define contract-specific quality standards using industry best practices to ensure consistency across all program-level business processes. The Quality Management Plan will include refined procedures and checklists that PMC should follow to provide high-quality deliverables for all phases of project delivery.

The PMC will perform QA services on its deliverables and will document the reviews performed as per procedures using appropriate QC checklists. The Quality Management Plan will outline all independent reviews required, checklists used for the reviews, and specifying milestones

regarding when the reviews are to occur and outline the roles and responsibilities across Infrastructure and the Water Enterprise.

## **Task 2 Strategic Capital Planning**

The SFPUC is currently evaluating improvements to its capital planning processes with goals of improving deliverability, accountability, transparency of operational risk, and affordability for ratepayers. Through collaborative staff review and suggested improvements to processes and procedures, SFPUC hopes to improve the delivery of the Water CIP in terms of on-time spending of funding appropriations, on-budget delivery of successful projects, and smooth transition of facilities to adequately resourced and prepared operations and maintenance staff. The PMC team will be a critical partner for developing and implementing improvements to the capital planning and budgeting process over the duration of the contract.

The PMC team will support the Staff in the following sub-tasks for Strategic Capital Planning.

### **SUBTASK 2.1 Program Review and Alignment**

The PMC will review the current Water CIP, including but not limited to:

- Review current program goals, compliance with Water LOS, project prioritization, and desired outcomes.
- Review timing of construction windows with Staff. For example, many Hetch Hetchy Water Power (HHWP) projects rely on an outage of the Hetch Hetchy System, requiring the Bay Area water supply and treatment systems to meet SFPUC water deliveries during the HHWP construction outage. Construction outages and project priorities must be evaluated across the Regional System to determine interdependencies, project schedule risk, and consequences and mitigations for schedule delays.
- Review organizational structure and roles/responsibilities for program and project delivery.
- Review current capital planning process performed by Water Enterprise, Infrastructure, and Finance teams.
- Review current capital projects to assure that all projects are appropriately scoped, budgeted, sequenced, and meet performance criteria, and that achievable schedules and spending plans have been developed.
- Support Staff to align and/or update the Water CIP during budget updates.
- Validate projects to ensure preliminary scopes are definitive, comprehensive, and meet the stated need and performance criteria.
- Validate that each project has a sound business case, aligns with Water LOS, and makes best use of resources.
- Identify and make recommendations regarding permitting requirements for all projects, as needed.
- Recommend improvements to the planning and execution of the current Water CIP; identify conflicts or synergies between projects and programs; facilitate more effective delivery of individual projects, including efficient use of resources; and coordinate future operation and maintenance requirements (current and anticipated) for the Water

Enterprise.

- Recommend an integrated strategy for determining operational and maintenance requirements early in projects and to be updated throughout the projects' development including best practices for implementing resource allocation, training, and successful asset on-boarding for successful and sustainable operation and maintenance of future facilities.
- Recommend updates to the Water CIP, based on identified needs for capital improvement of the water system, including new projects into the Water CIP.
- Review and recommend construction contracting strategies, e.g., traditional design-bid-build construction, design-build, and construction manager/general contractor. For collaborative (alternative) contracting strategies, the SFPUC may be interested in exploring some combination of design, build, finance, and operation/maintenance (DBFOM) strategies for delivery of projects, especially operation and maintenance activities for up to five years following start-up.
- 1 design-bid-build construction, design-build, and construction manager/general contractor. For collaborative (alternative) contracting strategies, the SFPUC may be interested in exploring some combination of design, build, finance, and operation/maintenance (DBFOM) strategies for delivery of projects, especially operation and maintenance activities for up to five years following start-up.

## **SUBTASK 2.2 Long-Range Capital Planning and Delivery**

The PMC will work with Staff to develop and support a framework for long-range capital planning and delivery with confirmation of current drivers and long-term levels of service goals. As part of this framework, the PMC will consider future/evolving drivers, including condition of assets, operational risk, financial affordability, staffing resources/deliverability, environmental impacts, climate change, new regulatory requirements, water supply and drought management, opportunities for innovation and energy optimization, multi-city-agency opportunities, etc., to develop the capital planning and delivery framework. SFPUC will incorporate the projects identified from the review of the current Water CIP into the long-range capital planning framework.

Using this framework, the PMC will support the Staff to identify and prioritize projects, programs, and strategies within a 20-year long-range planning horizon based on several prioritization factors, including but not limited to operational risk (likelihood of failure and consequence of failure), regulatory and policy drivers, hydraulic adequacy and redundancy, sustainability, maintenance history, financial affordability, and other factors tied to the LOS Goals.

The PMC will support the Staff to develop cost and schedule estimates for the projects and programs defined in sufficient detail within the long-term capital planning framework and prioritize the projects and programs over a 2-year budget process, 10-year planning cycle, and 20-year long-range horizon. Recommendations for updating the Water CIP in years 1-5 will be made annually (September 30). Annual review will allow the Water Enterprise Divisions to correct for unspent appropriations and allow for development of a plan to address project delays, i.e., get projects back on track, prior to the biennial update to the 10-Year Water CIP.

### **SUBTASK 2.3 Adaptive Management Process**

The long-range capital planning and delivery framework will be a living document and a guideline for a continuous adaptive management process. The framework will be updated with the Staff as needed to reflect changes in the current and future drivers. New drivers will be added to the framework as changes to the climate, environment, regulations, and internal workforce etc., continue to evolve.

The adaptive management process will continue to prioritize the projects and programs over a 2-year, 10-year, and 20-year timeframe during each bi-annual 2-year budget and 10-year capital planning process. The project scope and definitions will be continuously refined and optimized during each update. The adaptive management process will be collaborative with Staff.

### **SUBTASK 2.4 Asset Management Integration**

The SFPUC may task the PMC to support Staff with condition assessment and asset management integration. The SFPUC may task the PMC to work with Staff to develop best practices and procedures for integrating project data and maintenance requirements from capital projects into the Water Enterprise's computerized maintenance management system (Maximo). The SFPUC may task the PMC to review current Infrastructure procedures and provide recommendations to improve the processes of commissioning and decommissioning assets during the design, construction and close-out phases of projects, and to more clearly define the roles and responsibilities of the contractor, Infrastructure and the Water Enterprise Divisions at each phase of the project. Finally, the SFPUC may task the PMC to support the Water Enterprise Divisions to ensure that all documents for new assets, including but not limited to as-built and record drawings, spare parts requirements, standard operating procedures, and long-term operations and maintenance requirements and resources, meet acceptable levels of quality and are received prior to project close-out.

The SFPUC may task the PMC to assist with efforts to create capital project risk and prioritization tools to provide transparency of their operational risk and funding needs. To prioritize capital funding across the Water Enterprise, the Water Enterprise Divisions may collectively work with the PMC to build "dependency" into their risk prioritization tools to manage priorities of the Water CIP across the Divisions.

## **Task 3 Program Delivery**

### **SUBTASK 3.1 Pre-Construction Program Safety**

Working with the SFPUC's Health and Safety Division staff, the PMC will prepare a Health and Safety Plan for Water CIP pre-construction activities and appropriate training and compliance reporting will be identified. In addition, the SFPUC may task the PMC to:

- Provide risk and regulatory compliance assessments and inspect worksites, buildings, grounds, equipment, and tools for compliance with safety standards, ordinances, laws, and practices.
- Recommend corrective actions to identify situations that are clearly or potentially unsafe and contrary to applicable laws. Conduct follow-up inspections to verify compliance.
- Provide guidance and instruction to SFPUC and contractor staff on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training for staff

and consultants on accident prevention methods and the elimination of unsafe acts and working conditions. Review safety documents including, but not limited to, safety manuals, traffic control plans, trench shoring submittals, ground protection submittals for tunneling, hazardous materials submittals, access requests, and other submittals relating to safety.

### **SUBTASK 3.2 Program Performance Metrics and Lessons Learned**

PMC will review SFPUC's financial and project controls systems as well as other project data and recommend key performance indicators to monitor and trend over time. Other data that may provide key performance information (such as number of staff positions and vacancies, number and size of professional services and construction contracts, reasons for schedule and budget variances) will also be recommended and developed for simplified collection, monitoring, and trend analysis. In addition, the PMC will review and develop improvements to methods for collecting, analyzing and communicating lessons learned from various project phases. PMC will monitor key performance data and make recommendations for improvements from trends and data as part of the program's quarterly status update report (as required under Subtask 1.1 Contract Management). PMC must communicate lessons learned effectively through a repeatable and easily accessible medium to facilitate effective knowledge transfer.

### **SUBTASK 3.3 Risk Management**

The SFPUC may task the PMC to support the development and implementation of a risk management plan to manage program risks. PMC may review and suggest refinements to program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PMC may support development of a process to identify program risks and develop mitigation strategies.

The PMC may assist the SFPUC to develop, review existing, and/or refine program and project level risk management plans for the preparation and maintenance of a risk register for the program, identifying programmatic and project-related risks (e.g., resources, procurement, escalation, market conditions) associated with the program, the mitigating strategies, the likelihood of failure, and cost of each level of risk.

The PMC may assist the SFPUC to develop and implement processes and tools for the identification of program and project risks and opportunities. The PMC may work with project staff to evaluate each project for specific risks and opportunities (equipment delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.) throughout each phase of the project to be updated at each project's major milestone. SFPUC may task the PMC to develop a risk register for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation. The PMC may develop or recommend updated procedures for developing, evaluating, updating and managing project risks.

### **SUBTASK 3.4 Facilities Integration Plan**

The PMC will assist in preparing a Facilities Integration Plan for the Water CIP. The Facilities Integration Plan will detail system and project-level shutdown requirements and physical and operational modifications for the existing and future system that may impact other facilities, projects, resources (such as electrical capacity) or operation and maintenance requirements. The Facilities Integration Plan will consider the schedule of projects, need for lay down and staging

areas (acquisition, lease or other), equipment or spare parts storage, shutdown requirements and limitations, long-term resource requirements for operations and maintenance, and staff and resource availability.

### **SUBTASK 3.5 Project Labor Agreement Support**

The SFPUC has a Project Labor Agreement that applies to the construction work in the WSIP, WECIP and HCIP (<https://sfpuc.org/pla>). The PMC may assist with managing Project Labor Agreement compliance and updates as directed by the SFPUC. Further, the PMC may provide a labor coordinator to assist the SFPUC with the Project Labor Agreement.

### **SUBTASK 3.6 Diversity, Equity and Inclusion Support**

The PMC may provide support integrating capital program delivery and partnering with local communities incorporating SFPUC's direction as described in Section 1.5 for Diversity, Equity and Inclusion (DEI) in support of SFPUC's policies described in Section 2.2. An initial task will be to assess capital program delivery from a DEI perspective. These efforts shall not discriminate against or grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin.

### **SUBTASK 3.7 Quality Control (Planning and Design)**

The PMC will assist the SFPUC in the quality control implementation of Projects during the Planning and Design phases.

The PMC may prepare a quality management plan outlining recommendations for independent reviews and specifying milestones for when the reviews will occur. The PMC may provide QC services during the Planning and Design phases of project delivery and utilize existing Infrastructure Division checklists and procedures, refining them as necessary. The QC services may include review of technical calculations and cost/schedule estimates. The PMC will document the reviews completed as part of the QC services.

The PMC will provide technical specialists with a diverse range of expertise, including but not limited to expertise in geotechnical, seismic, hydraulics, process, mechanical, electrical, environmental, instrumentation and controls, and security systems engineering and science for facilities including dams, water supply facilities, hydroelectric generation and transmission facilities, water treatment plants, tunnels, pipelines, pump stations, water metering systems, and distribution systems.

### **SUBTASK 3.8 Communications and Reporting Support**

#### **Communications and Reporting Support**

The PMC will provide a Program Communications Coordinator and staff to support programmatic and related communications for the Water CIP. The PMC Communications Coordinator will work closely with SFPUC Communications staff to conduct an evaluation of the current Water CIP communications program, and then develop and implement an updated Water CIP strategic approach and a Communications Plan specific to the Water CIP. The Communications Plan will be evaluated and updated over time, including updates to messaging and key stakeholders, and as needed to account for major Water CIP milestones or regional or national events. Project-specific communications support may be provided by the SFPUC or

project-specific teams. If necessary, PMC communications staff may support limited project communications.

The PMC Communications activities, deliverables and support may include, but not be limited to:

- Supporting the development and implementation of an updated Water CIP Communications Plan
- Developing key messaging and frequently asked questions
- Creating informational and educational content and collateral (digital and hard copy) such as newsletters, mailers, factsheets, banners, signs, stickers
- Creating videos
- Developing website content
- Creating graphics, such as maps, figures, infographics, and other visual communication tools
- Developing presentations and associated talking points
- Developing media press releases and press kits
- Developing surveys
- Tracking/activity reports for all outreach and engagement activities
- Writing industry articles and award submittals
- Translating materials into different languages
- Assisting in planning and organizing communication events such as stakeholder meetings or contractor outreach.

### **SUBTASK 3.9 Cost Estimating**

SFPUC may task the PMC to review and refine cost estimating standards to be used for all Water CIP projects by Staff and outside consultants for project, construction, and facility lifecycle cost estimates. The PMC will review criteria for all cost estimates for consistency between estimates prepared by SFPUC, San Francisco Public Works (SFPW) and various consultants. SFPUC may task the PMC to develop guidelines for cost estimates including calculation of escalation, incorporation of market factors, use of contingencies at various phases and milestones, and long-term facility lifecycle cost analysis.

The PMC will provide a Lead Cost Estimator for the Program who will be responsible to oversee all cost estimating activities by the PMC. SFPUC may task the PMC to prepare preliminary cost estimates for new projects and/or to assist the SFPUC with the development of Planning-level project cost estimates. The PMC will work with the Program Director, the Senior Project Managers and Engineers, and other Staff during this phase of work to determine the anticipated scope of work, preliminary performance criteria, and level of effort for each project. The team will evaluate each project for escalation and other risks. The team will also consider linkages to other projects, sequencing, and operating permit restrictions.

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a, and level of effort for each project. The team will evaluate each project for escalation and other risks. The team will also consider linkages to other projects, sequencing, and operating permit restrictions.

During the Design Phase, SFPUC may task the PMC to provide quality assurance and cost estimate review. SFPUC may task the PMC to provide cost estimating support for capital improvement projects throughout their development. The PMC may also assist with estimating construction costs at various Design milestones, reviewing the progress of cost estimates, and the estimating of change orders.

The PMC may support SFPUC Finance, Rate Evaluation, City Bond Sales and Budgeting with cash flow projections.

SFPUC may task the PMC with developing project life cycle cost estimates during the Planning and Conceptual Engineering phases of project development. The life cycle costs will utilize the SFPUC's historical and projected-future operations and maintenance, chemical, power, water, and overhead cost information for the estimated life of the asset. SFPUC may task the PMC to update the life cycle cost estimates when the project is at 95% Design. The PMC may refine the format for the presentation of life cycle cost Information that is acceptable for inclusion in annual budget discussions and provide data to PMB. SFPUC may task the PMC to develop life cycle cost graphics to be presented to the Commission and the public. cost Information that is acceptable for inclusion in annual budget discussions and provide data to PMB. SFPUC may task the PMC to develop life cycle cost graphics to be presented to the Commission and the public. ost Information that is acceptable for inclusion in annual budget discussions and provide data to PMB. SFPUC may task the PMC to develop life cycle cost graphics to be presented to the Commission and the public.

### **SUBTASK 3.10 Operations Coordination**

SFPUC may task the PMC to review program practices for project participation by Water Enterprise Divisions and make recommendations to processes, procedures, and roles/responsibilities to enhance an earlier and more comprehensive understanding of operations and maintenance (O&M) resource requirements early and throughout the project. This may include higher level of participation and input by Water Enterprise staff, greater and earlier requirements to estimate resources needed for effective and long-term facility O&M, support for resource determination and allocation, training and technology transfer, pilot and start-up testing support, and other actions to better facilitate smooth transition of project assets to long-term sustainable operations. Infrastructure Procedures may be reviewed by the PMC to recommend opportunities to improve earlier and more detailed development of O&M needs and requirements at each phase of the project.

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### **SUBTASK 3.11 Program Deliverability Review**

The PMC may assist the SFPUC in performing resource and staffing assessments to determine ability to deliver the program effectively and make recommendations for resource additions, enhancements, or reallocations in order to improve program deliverability.

### **Task 4 Project Technical Support**

SFPUC may task the PMC to provide project-specific technical support.

San Francisco City staff with relevant experience, including SFPW, will be given the first offer to provide services under this Task. The first offer to provide services is contingent upon SFPUC's in-house and SFPW's ability to deliver the requested services that meet SFPUC standards for quality, schedule, and budget, without impacting other commitments for project work already being performed.

### **SUBTASK 4.1 Project Delivery Review**

#### **1 Project Delivery Review**

SFPUC may task the PMC to support the Program Director in overseeing all pre-construction activities, including engineering design, project management functions and project team performance, and may help develop and update annually a list of critical Water CIP projects for additional oversight. The PMC may provide engineering expertise in the form of value engineering, third party review, technical advisory panels, cost estimating, management review, and progress evaluations for the design development of projects, and support project teams to verify that in-house and contractor planning and design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress. SFPUC may task the PMC to verify that project teams are complying with all established Infrastructure procedures, program and project-specific design criteria, the internal QC standards established by the EMB, and that the projects continue to conform to the LOS, performance criteria, objectives, and design criteria established for each project.

### **SUBTASK 4.2 Project Planning Support**

#### **Condition Assessment Support**

SFPUC may request the PMC to perform baseline condition assessments for water and power facilities to assess their current condition and remaining lifespan. These assessments will inform the development and prioritization of scope, schedule, sequence of elements, and estimated cost of capital projects. The PMC will coordinate condition assessments with Water Enterprise Divisions and document the investigations to establish the condition of each major asset in accordance with current asset management practices. Each process and function will be evaluated based on its risk and consequence of failure, maintenance requirements, and ability to meet current and future requirements for performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive environment), safety, instrumentation and controls, security, and emergency response capability. The PMC will develop a complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards.

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conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive environment), safety, instrumentation and controls, security, and emergency response capability. The PMC will develop a complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards. Each process and function will be evaluated based on its risk and consequence of failure, maintenance requirements, and ability to meet current and future requirements for performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive environment), safety, instrumentation and controls, security, and emergency response capability. The PMC will develop a complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards. to bring the asset, system, and facility up to standards.

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Deliverables for conditions assessment will be defined by task order.

The Water Enterprise Divisions may task the PMC to assess conditions of facilities down to the asset level. Deliverables may include Excel data sheets for condition that can be imported into the Division's computerized maintenance management systems (Maximo). The condition assessments (desktop and field) will be conducted in coordination with the Water Enterprise Divisions, and may include SFPUC Project Managers, and other Staff participating in the capital planning process. The purpose of the condition assessments is to inform the capital planning process (including prioritization of needs) and to determine scopes for specific Water CIP projects. All condition assessments will utilize SFPUC data, if available, and provide details on deficiencies, remaining lifespan, maintenance requirements, capital and lifecycle cost, and prioritization.

### **Needs Assessment Support**

Staff will lead the development of the Needs Assessment subphase and may request PMC support for selected projects based on the capital planning process and schedule. The Needs Assessment subphase may include the development of preliminary project scope and performance criteria, including data collection and analysis, back-up documents for performance requirements, as-built review, condition assessment, construction costs and schedule estimation, drafting or review of needs assessment report.

### **Project Alternatives Analysis and Conceptual Engineering Support**

The SFPUC will lead the development of project alternative analysis and conceptual engineering and may request PMC support, including up to 10% design based on the Needs Assessment subphase. The PMC may support Staff with the development of alternative analysis, including alternatives development, comparison of alternatives to LOS goals and objectives, development of asset performance criteria, review of operations and maintenance requirements for each alternative, estimates of lifecycle and construction costs and schedules, utilizing triple bottom line (TBL) or other sustainability metrics, drafting and/or reviewing Alternative Analysis Reports (AAR), figures and presentations. The PMC may support the Staff with the development of Conceptual Engineering Reports (CER), including the development of 10% design drawings, list of technical specifications, list of bid items and quantities for cost and schedule estimates, drafting and/or reviewing conceptual engineering reports and presentations.

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### **SUBTASK 4.3 Specific Project Planning Support**

#### **ning Support**

SFPUC may task the PMC at the initiation of the contract to perform planning evaluations including alternatives analysis and conceptual engineering for five regional Alternative Water Supply (AWS) projects and one local AWS project that are detailed below and in the report in Appendix C6. The AWS Program to increase water supply reliability for the Regional Water System is currently evaluating six projects: two storage expansion projects with associated conveyance alternatives and supply; one recycled water project that offsets groundwater pumping; and three regional purified water projects. Each of the regional AWS projects increases the reliability of regional supplies in dry years when surface water supplies are most vulnerable. In addition, local AWS projects reduce demand from retail customers in San Francisco and thus benefit the Regional Water System reliability. One proposed local AWS project, PureWaterSF, explores the reuse of treated San Francisco wastewater effluent through advanced purification to meet stringent drinking water standards as a future sustainable water supply. These projects are at different stages of planning and design, and their need for funding and commitment for implementation will be staggered. Under this contract, the PMC may support Staff to perform planning evaluations and design review for six projects as outlined below. Future requirements may require evaluation of different, additional, or expanded projects from those listed in this RFP.

#### **1) Los Vaqueros Reservoir Expansion Project**

The Los Vaqueros Expansion (LVE) Project is a storage project that can provide up to 40,000 acre-feet of additional carryover storage for the SFPUC. Located outside of the SFPUC's service area, it can provide a strategic location for storage and access to potential new water supplies. Environmental review for the LVE is complete, and the State has approved conditional funding for the project. Additional federal loans and grants are likely to become available. The project provides both urban water supply benefits as well as environmental benefits. Based on early modeling, SFPUC anticipates that dry-year conveyance capacity in the Department of Water Resources (DWR)-owned South Bay Aqueduct will be sufficient to accommodate SFPUC deliveries into the Regional Water System at San Antonio Reservoir or by exchange with partner agencies.

SFPUC's participation in the LVE Project would also necessitate implementation of companion projects: Supply Alternatives for LVE and Conveyance Alternatives for LVE, both of which are in early planning stages of development. Because the SFPUC's system is not hydraulically

connected to the Los Vaqueros Reservoir, both a supply source and delivery mechanism are critical to realizing the benefits of storage from LVE.

For the Conveyance Alternatives, the SFPUC will design improvements to increase the capacity of an existing connection owned by DWR between the DWR's South Bay Aqueduct and the SFPUC's San Antonio Reservoir to accommodate dry year deliveries from the Los Vaqueros Expansion project. Under this contract, the SFPUC may task the PMC to work with Staff to review performance objectives, prepare AAR, prepare CER, and provide design review support for the Conveyance Alternatives for LVE in coordination with DWR and SFPUC.

## 2) Daly City Recycled Water Expansion Project

The Daly City Recycled Water Expansion Project will provide recycled water to users that pump groundwater from the South Westside Basin to meet irrigation needs. By replacing the source of supply for irrigation, up to 0.7 mgd may be available in the South Westside Basin in a dry year, on an average annual basis. This project supports the Regional Groundwater Storage and Recovery project by minimizing the risk that use of the South Westside Basin by irrigation customers could affect availability of supplies and groundwater operations in dry years when water is scarce. Competition for supplies and the need for mitigation of potential impacts in the South Westside Basin in dry years can be reduced or eliminated by providing an alternate supply source for non-potable uses in the South Westside Basin.

SFPUC has completed environmental review and 30% design for this project. Under this project, the SFPUC and project partners will co-locate a new tertiary treatment plant with Daly City's existing recycled water facility to product 1.06 mgd (annual average) water for the irrigation of cemeteries in Colma and other municipal and local uses. In addition to treatment, the SFPUC and project partners will build a new transmission pipeline, storage tank, and pump station. The SFPUC will not own or operate the treatment facility, storage tank, or pump station. The pipeline may be owned by the SFPUC, but would likely be operated by Cal Water as it is within that entity's service area.

For the Daly City Recycled Water Expansion Project, SFPUC may task the PMC to review design documents and recommend modifications in design for consistency with SFPUC standards, as needed.

## 3) South Bay Purified Water Project

SFPUC is exploring this purified water project in coordination with the cities of San Jose and Santa Clara as a means of delivering dry year supply to the SFPUC and all-year supply to San Jose and Santa Clara. The initial project concept explored by the SFPUC and Cities would deliver 3.5- mgd of dry year supply to the SFPUC and 6.5 mgd in all years to San Jose and Santa Clara. By delivering dry-year supply to the SFPUC, the project can offset some of the impact of potentially providing permanent status to these (currently) interruptible wholesale water customers. The SFPUC Commission has committed to making a decision regarding permanent status designation for the two cities by December 2028. To support that determination, SFPUC would benefit from completion of the environmental review of potential additional supplies prior to that decision.

SFPUC would not operate this project as currently envisioned; the project would either be operated by the cities of San Jose and Santa Clara or another entity such as a Joint Powers Authority in all years and provide water to the SFPUC only in dry years when SFPUC projects a

shortfall to meet the demands of SFPUC customers. SFPUC would own facilities relating to delivery of water to the Regional Water System including storage tank, pipeline connection from treatment to transmission, and pump station. While the initial feasibility study for this project is positive, SFPUC requires additional studies, such as the evaluation of brine discharge options and operation and distribution needs, to fully determine its viability.

For the South Bay Purified Water Project, the SFPUC may task the PMC to support Staff (1) to prepare the AAR and CER for project elements that would be owned and operated by the SFPUC, and (2) to coordinate with the greater project team for SFPUC's participation.

#### 4) PureWater Peninsula

The PureWater Peninsula project would generate up to 12 mgd of purified water. This project would facilitate conveyance of treated wastewater from Silicon Valley Clean Water (SVCW) and the City of San Mateo to a new advanced water treatment facility to produce purified water; the purified water could then be discharged into Crystal Springs Reservoir or blended into the SFPUC's Regional Water System directly. The SFPUC may task the PMC to support Staff to provide planning evaluations including AAR and CER for the PureWater Peninsula project. The SFPUC, or a Joint Powers Authority including the SFPUC, may be the primary owner and operator of the PureWater Peninsula project facilities. These facilities are envisioned to include: new treated water pipeline(s) to the new treatment facility (from San Mateo and/or Silicon Valley Clean Water); advanced purified water treatment facility; power facilities; pump station; one or more purified water pipelines to the Regional Water System and/or Crystal Springs Reservoir; modifications (if needed) to the Pulgas Dechloramination Facility; and various ancillary facilities. The SFPUC may task the PMC to support Staff to review performance objectives and an AAR that is being prepared by Water Enterprise. SFPUC may task the PMC to subsequently prepare the project CER.

#### 5) Calaveras Reservoir Expansion Project

The Calaveras Reservoir Expansion project may provide between 22,000 acre-feet and 290,000 acre-feet of additional storage depending on the height of the dam raise. The additional storage may result in estimated available supplies of up to 2.7 to 28.6 mgd in a dry year, on average over 7.5 years of an 8.5-year design drought. In 2018, the SFPUC completed the Calaveras Dam Replacement Project (CDRP), which involved construction of a new dam at Calaveras Reservoir that will allow future dam height increases. Following this construction, SFPUC conducted the Calaveras Dam Raise Feasibility Study (AECOM 2020, Appendix C7), which identified four potential dam raise scenarios and compared the corresponding increases in capacity against project costs. Increasing the dam height could allow for increased storage of surplus water that could be redirected from other areas of the Regional Water System. Also, the Calaveras Reservoir Conveyance System Feasibility Study (Kennedy Jenks, 2022, Appendix C8) evaluated eight alternatives to convey water into an expanded Calaveras Reservoir. SFPUC requires additional investigation before making specific project recommendations.

The SFPUC may task the PMC to support Staff to prepare an AAR followed by a CER for the Calaveras Reservoir Expansion Project, consisting of two major interrelated scope items:

Calaveras Dam Raise: The purpose of the Calaveras Dam Raise is to develop reservoir expansion alternatives that compare curves of estimated construction cost versus reservoir elevation and capacity for SFPUC's water supply planning purposes. The current reservoir has a capacity of

92,000 acre-feet at spillway crest elevation 756.2 feet. SFPUC may task the PMC to compare cost, environmental, geotechnical, operational, and other criteria.

Calaveras Reservoir Conveyance System: The purpose of the Calaveras Reservoir Conveyance System is to evaluate alternatives for conveying Regional Water System water to Calaveras Reservoir via existing, new, and/or modified water transmission infrastructure. The AAR will evaluate a range of flows and configurations to determine impacts, costs, benefits, operations challenges, environmental considerations, and other criteria.

The SFPUC may task the PMC to review all pertinent background information and previous analyses for the project and provide planning engineering support. Potential work elements may include topographic survey, geotechnical investigation, data interpretation and analysis, evaluation of operations and maintenance benefits and challenges, cost estimates, right-of-way and easement support services, pipeline conceptual design, tunnel conceptual design, utility location, potholing, hydraulic modeling, surge analysis, pump station conceptual design, corrosion assessment, condition assessment, structural dam conceptual design, structural, mechanical and electrical design for electrical substation and valve vaults.

#### 6) PureWaterSF Demonstration Facility

The PureWaterSF project envisions producing 4 mgd of purified water within San Francisco from two purified water treatment plants and meeting up to 1.2 mgd of non-potable supply. The SFPUC could operate one treatment plant on the east side of San Francisco to deliver about 2 mgd of drinking water in addition to 1.2 mgd to meet the non-potable demands associated with existing dual-plumbed buildings. The SFPUC could operate a parallel plant on the west side of San Francisco to deliver up to 2 mgd of drinking water into the distribution system. To advance this Local AWS project in the retail service area, SFPUC is planning to build and operate a small demonstration scale (up to 1 mgd) advanced treatment facility in compliance with new regulatory standards for Direct Potable Reuse in California that will provide information for public outreach, data collection, and operator training. The treatment facility will pull feed water from an existing sewer line. SFPUC has not yet determined the location for the demonstration facility, although SFPUC has identified a leading candidate site and 1-2 potential alternatives. The SFPUC may task the PMC to support Staff to develop performance objectives, prepare AAR including site location, and prepare CER for the demonstration treatment facility. SFPUC may also task the PMC to support related public outreach, data analyses and operator training and input.

#### **SUBTASK 4.4 Seismic Evaluation/Standards**

The SFPUC may task the PMC to support the Infrastructure EMB and Water Enterprise in evaluating asset-specific seismic risks and consequences using data, models, and other available tools. If requested, the PMC may support the development or refinement of asset type specific levels of service, seismic evaluation processes, and seismic design standards for any or all Water Enterprise facilities, including dams, tunnels, pipelines, treatment plants, hydroelectric facilities, and systems such as distribution and transmission systems. The seismic design standards may be incorporated into the Water CIP design standards.

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#### **SUBTASK 4.5 Hydraulic Modeling & Systems Engineering**

SFPUC may task the PMC to provide specialized modeling expertise in the areas listed below. All modeling efforts will be collaborative and supported by Staff subject matter experts. Any models developed for the program will be considered property of the SFPUC; the SFPUC may request training and maintenance support for long-term and/or in-house implementation of the models or software systems.

- **Hydraulic Modeling:** Utilize industry-accepted modeling software including surge analysis models, computation fluid dynamics (CFD) models, pressure driven and demand driven pipe network models, to evaluate the existing/proposed water network and systems for potential hydraulic issues including meeting LOS goals and performance criteria, future demand scenarios, surge, and other scenarios. Recommend operational or design modifications to address system hydraulic issues.
- **ress system hydraulic issues.**
- **Physical Models:** Utilize and collaborate with appropriate laboratories to develop physical model(s) to simulate system or facility hydraulics and identify hydraulic issues in the existing/proposed structure including dams, pipelines, treatment plants, etc. Recommend operational or design modifications to improve the project design and address any potential hydraulic issues. Coordinate with Staff for evaluating and visualizing the physical model results, including site visits, video recordings, etc.
- **Water Quality Modeling:** Perform time-related water quality simulations to predict system performance and trends and to recommend solutions. These simulations may be related to groundwater quality, surface raw water quality and treatment, and transmission/distribution system water quality.
- **Treatment Plant Modeling and Optimization:** Evaluate and utilize numerical tools to identify opportunities to optimize the current treatment plant processes at water treatment facilities and quantify optimization benefits. Foster collaboration between Staff subject matter experts and industry experts on development and implementation of the optimization tools.
- **Distribution System Optimization:** Utilize hydraulic models and other numerical tools to identify opportunities to optimize the current water distribution system strategies for pipeline replacement and facility improvements, including evaluations related to leak detection and repair, water quality, main break data evaluations, pipeline condition assessments and testing, and evaluations of alternative methods for pipeline rehabilitation and maintenance. Provide support to maintain or improve existing tools, such as the hydraulic model and geographical information system (GIS) database, used for operational decision support for the distribution system, including valve exercise program, emergency response protocols for main breaks and fire suppression (such as using models to simulate emergency response scenarios), and distribution of critical valves and pipelines for seismic upgrades.

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#### **SUBTASK 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency**

SFPUC may task the PMC to support Staff in evaluating response to seismic events and potential changes to climate factors (including precipitation, temperature, groundwater, sea-level rise, storm surges, and wildfires), and their impacts to the water delivery and power generation/transmission infrastructure. The major tasks may include but are not limited to:

- Analyze and review the SFPUC's design standards and boundary conditions related to earthquakes, seismic response, probable maximum flood, and other resiliency planning parameters, as needed on a project-basis and overall, to be reviewed and updated every five years.
- Coordinate with SFPUC Water Enterprise subject matter experts and utilize existing operational data from SFPUC climate change studies to confirm the performance of future Water CIP projects. This includes surface and groundwater projects.
- For areas under development, including but not limited to Mission Bay, Candlestick Point, Hunters Point, Treasure Island, etc., review design criteria and guidelines for planning and designing future Water Enterprise facilities. Continue to support the Staff with adaptive management of the water infrastructure facilities.
- Review and update, as requested, Citywide and SFPUC documents, including but not limited to Citywide Climate Adaptation Plans, lifelines and resiliency plans, wildfire mitigation plans, and other adaptation plans as requested by City staff.
- Support Staff in submitting grant applications that will fund the planning, design, or construction of climate resilience projects.

#### **SUBTASK 4.7 Design Standards Review and Recommendations**

SFPUC may task the PMC to support Staff to review existing SFPUC and SFPW Design Standards, identify gaps and needs, and recommend modifications or new specific Design Standards to support improvements for all Water Enterprise assets.

Water CIP Design Standards include detailed design standards, standard details, specifications, and drawings. Design standards may also include efficiency requirements for mechanical and electrical equipment, based on the type of equipment, lighting, instrumentation controls standards, security, HVAC standards, fire protection, ADA, and/or material standards.

SFPUC may task the PMC to support the SFPUC to update computer-aided design and drafting standards for the latest software application used by the City, including 3D and 4D design standards.

SFPUC may task the PMC to support Staff in reviewing and revising the existing Division 1 specifications used in Water CIP contracts for issues that are unique to Water Enterprise to ensure they are clear, including permit and operating restrictions, seasonal and diurnal requirements for water treatment and power generation facilities, shutdown coordination requirements, contractor sanitary work practices, communications and outreach requirements, traffic control, construction staging, equipment warranties, O&M requirements, equipment tagging, asset management requirements, etc. SFPUC may task the PMC to support Staff in reviewing joint agency projects which include Division 1 specifications to ensure issues that are unique to Water Enterprise and clear coordination requirements between agencies and the contractor are included as appropriate.

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SFPUC may task the PMC to support the Water Enterprise as directed by the Program Director in performing design criteria audits; and will be required, periodically, to ensure that the design criteria are being met and the procedures are being followed.

#### **SUBTASK 4.8 Technology Transfer, Training, and Professional Development**

SFPUC may task the PMC to work with the Program Director and Water Enterprise senior staff to identify knowledge gaps associated with the implementation of Water CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Potential training areas may include asset management, contracting strategies, specialized hydraulic modeling, pump station upgrades, program controls, operational and maintenance requirements, program management, or other project areas that could be beneficial to program delivery.

#### **SUBTASK 4.9 Emerging Technologies Review and Utility Expertise**

SFPUC may task the PMC to support the SFPUC in investigating new technologies being considered for inclusion in Water CIP projects, such as technology compatibility, risk mitigation, effectiveness of processes, reliability and resiliency, required redundancy, and other challenges so that the SFPUC can meet its required levels of service. SFPUC may task the PMC to assist in identifying additional SFPUC-led pilot studies that should be undertaken prior to the selection of a technology. The PMC may provide information on the application and performance at other Water agencies and industrial users. The PMC may develop anticipated capital and long-term operations and maintenance costs and resource requirements for new technologies being considered. The PMC may be required to develop white papers that detail the technology, where

it is being used, the level of maturity and cost of the technology, life-cycle cost comparison to traditional technologies, O&M considerations, resource requirements, and the risks and mitigation strategies necessary to enable the technology to be utilized by the Water Enterprise. The white papers will include comparisons to existing practices with detailed comparisons of advantages and disadvantages, including discussion of the most efficient implementation strategy.

#### **SUBTASK 4.10 Value Engineering**

SFPUC may task the PMC to provide Value Engineering reviews on specified phases of Water CIP projects identified by the Program Director. The review is intended to achieve the highest degree of cost-effectiveness over the long-term while meeting the Water CIP goals and LOS. The reviews will consider capital cost, constructability, construction phasing, operations, and maintenance costs over the life of the asset (Life Cycle Cost), keeping the available staffing resources as part of the comparison.

#### **SUBTASK 4.11 Independent Technical Reviews and Input**

The SFPUC may task the PMC to support the Program Director to oversee pre-construction activities, including engineering design, project management functions and project team performance, and to determine a list of critical Water CIP projects. SFPUC may task the PMC to review the critical projects' planning and design documents for clarity, consistency, and constructability. The PMC may recommend to the SFPUC when independent reviews should occur for each specific project or type of projects. The PMC may provide independent experts for technical review and/or technical advisory panel (TAP) for topics including alternative project delivery, dam safety, reservoirs, water treatment plants, filtration systems, groundwater wells, groundwater treatment and delivery, recycled water treatment and delivery, tunnels, major pipelines, pump stations, energy evaluations, hydroelectric generation facilities, high-voltage transmission facilities, geotechnical evaluations, trenchless and other construction methods, water loss evaluations, fire suppression water demand, seismic evaluations, and other topics related to the Water CIP. The independent experts and/or TAP qualifications will be evaluated and approved by the Program Director and designees. The independent experts or TAP will interact with project teams to verify that in-house and consultant design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress and verify that the project teams are complying with all established program and project-specific design criteria, the internal QC standards established by the EMB and the requirements of the Infrastructure Quality Management Program.

#### **SUBTASK 4.12 Building Information Modeling and Asset Digitization**

SFPUC may task the PMC to support delivery of the Water CIP by providing Building Information Modeling (BIM) services to Infrastructure and Water Enterprise. Digitization of water facilities is an ongoing effort as part of the Water Enterprise asset management approach to support planning, design, construction, operation, maintenance and training. Digitization supports optimization and automation of existing systems and will also inform the capital planning process. The intent is to integrate asset information such as construction drawings into other data based software platforms such as GIS (ESRI Utility Network) and Maximo, etc. and be accessible through tools such as Bluebeam etc. The PMC may be asked to recommend which

projects may benefit from BIM and why, and support the development and refinement of BIM methodologies, assets and workflows to support the design and construction of Infrastructure projects. Scope may include development of training and documentation, such as specifications, guidelines, procedures and checklists.

### **Task 5 - SOCIAL IMPACT PARTNERSHIP (SIP)**

#### **1. Terms and Conditions.**

- a. Contractor shall provide its Social Impact Partnership (SIP) Commitments during the term of the Agreement. The representations, warranties, and other terms contained in Contractor's SIP Proposal Response Form (SIP Proposal) will be the basis for a SIP Project Plan and SIP Annual Work 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.
- b. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not allocate or include any hours or dollars in Contractor's costs for the services under the Agreement in order to perform or deliver the voluntarily proposed SIP Commitments. Contractor shall fund the SIP Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with the Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the SIP Commitments. The provision of SIP Commitments does not entitle Contractor to additional work beyond the services specified within the Agreement.
- c. Contractor shall commence performance of the SIP Commitments promptly after issuance of the first Notice of Contract Award (NCA) for the Agreement and SIP Kick-off meeting. SIP Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot count towards Contractor's SIP Commitments for the Agreement. If Contractor has established programs or plans that are consistent with the SIP program areas described in the Request for Proposals (RFP), Contractor may continue those programs as part of its SIP Commitments and will be given credit for activities that are performed following the issuance of the NCA by the SFPUC after the approval of the SIP Projection Plan and SIP Annual Work Plan.
- d. Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress of work on the project. If the SFPUC's SIP Program team determines that Contractor's delivery of SIP Commitments is 10% or more behind the underlying value of task orders issued, the City, in its sole discretion, may deem Contractor in material breach of the Agreement.
- e. The City's progressive remedies for Contractor's breach may include, at City's sole discretion, but need not be limited to (1) requiring Contractor to submit a corrective action plan; (2) withhold progress payments equal to the amount of undelivered SIP Commitments; (3) withholding progress payments from amounts due and owing under the Covered Contract up to 100% of the value of SIP Commitments; (4) assessment of actual damages in the amount equal to the total value of undelivered SIP Commitments, plus liquidated damages; (5) revoking noncompliant Contractor's eligibility for future Covered Contracts.

- f. If Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments and deduct said amount from the sum the SFPUC owes to Contractor for performance of its work, which amount the SFPUC may reasonably determine in its sole discretion. If the SFPUC imposes actual or liquidated damages as a remedy against Contractor for non-compliance, the Controller shall withhold the damages assessed until such time as either Contractor has conceded to or acquiesced in the assessment or, in the event of an appeal, there is a determination no longer subject to judicial review. The Controller shall then deposit the amount withheld into a special account which shall be created for the sole purpose of receiving such funds. The funds deposited into this account shall be distributed by the Controller in accordance with the original SIP Commitments and by the process set forth in the SFPUC Social Impact Partnership Rules and Regulations.
- g. If Contractor fails to perform any of its SIP Commitments, Contractor shall be liable for liquidated damages on the Agreement in an amount equal to 110% of the total value of unmet SIP Commitments as determined by the SFPUC in its sole discretion.
- h. When City amends a Covered Contract that will result in an increase to the Covered Contract amount, the SFPUC will require the Contractor to proposer a proportional increase to its SIP Commitments for the Covered Contract. The resulting amendment or modification shall incorporate the proportional increase to the SIP Commitments and be consistent with San Francisco Administrative Code Section 21F, and no increase the costs for delivery of the SIP Commitments to the SFPUC.
- i. Contractor shall save, keep, hold harmless, and fully indemnify the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may at any time arise from performance of SIP Commitments. Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract or San Francisco Administrative Code Chapter 21F.

## **2. Project Team**

Nancy Barnes shall serve as the Executive in Charge to manage Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the SIP Coordinator, Julie Haun, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

## **3. SIP Commitments.**

Contractor shall provide \$1,045,000 in direct financial contributions and \$166,500 in volunteer hours. Contractor commits to a minimum total contribution of \$1,211,500 over the term of the Agreement as stated in Contractor's SIP Proposal and the Social Impact Partnership Commitments Table below.

### Social Impact Partnership Commitments Table

SIP Program Area	Direct Financial Contributions	Volunteer Hours	Volunteer Hour (Fixed rate \$150)	Value of Volunteer Hours	Total Contribution
Job Exposure, Training, and Internships	\$ 375,000.00	100	\$ 150.00	\$ 15,000.00	\$ 390,000.00
Small Business Support	\$ 50,000.00	0	\$ 150.00	\$ 0.00	\$ 50,000.00
Public Education	\$ 420,000.00	960	\$ 150.00	\$ 144,000.00	\$ 564,000.00
Environment and Community Health	\$ 200,000.00	50	\$ 150.00	\$ 7,500.00	\$ 207,500.00
TOTAL COMMITMENTS					\$ 1,211,500.00

#### 4. Accountability and Deliverables.

Contractor shall provide supporting documentation, including Key Performance Indicators (KPIs), consistent with the reporting requirements detailed below to establish fulfillment of the SIP Commitments

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

##### a. SIP Work Plans.

###### i. SIP Projection Plan

Contractor must attend a SIP Kick-off meeting and develop and submit to the SFPUC a SIP Projection Plan within three months of issuance of the NCA. The SIP Projection Plan is a detailed forecast that estimates the financial and volunteer contributions over the term of the contract.

###### ii. SIP Annual Work Plan

A detailed plan outlining the financial and/or volunteer contributions to identified beneficiaries for defined Fiscal Year. It specifies the resource allocation to ensure contributions are in alignment with the SIP Projection Plan.

The SFPUC will use the SIP Projection Plan and SIP Annual Work Plan to assess progress on SIP Commitments delivery regularly throughout the term of the Covered Contract.

##### b. SIP Commitments and Reporting.

- i. Contractor must submit annually a SIP Annual Work Plan, and regular, biannual SIP Program performance reports to the SFPUC SIP Program team.

- ii. Reports submitted without corresponding documentation will not be accepted. Contractors must complete reporting at the end of each reporting period, including if there are no activities. Failing to report and/or no response by the specified deadline will be considered noncompliance and subject the Contractor to corrective action.

- iii. The biannual reporting periods are as follows:

**Q1/Q2 Biannual Report** for Social Impact Commitments delivered between July 1 to December 31, and all required documentation.  
Reporting deadline: January 31.

**Q3/Q4 Biannual Report** for Social Impact Commitments delivered between January 1 to June 30, and all required documentation.  
Reporting deadline: July 31

- iv. The SFPUC will review all submitted reports and supporting documentation for completion and accuracy, and will contact Contractors regarding any missing information or questions regarding their submissions.
- v. Contractor shall also submit the a stand-alone annual newsletter to the SIP Portal, covering the highlights of the year's SIP Commitments, Program Areas, beneficiaries, and associated outcomes for online publication.
- vi. Contractor must notify the SFPUC of any staffing changes related to the Contractor's SIP Executive in Charge and the SIP Coordinator within 30 days of a staffing change.

## 5. Statements of Understanding.

Contractor acknowledges that they agree with the following statements:

- a. Contractor is bound by all instructions in the RFP for the SIP Proposal Response Form and the SIP Program Rules and Regulations as may be amended.
- b. Contractor's SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- c. SIP Commitments must provide support through financial donations and/or volunteer hours to or through Beneficiaries (as that term is defined in San Francisco Administrative Code 21F.2 and the SIP Rules and Regulations) as follows:

“Beneficiary” means an organization that is eligible to receive a Social Impact Commitment.

A Beneficiary must be: (1) a nonprofit public benefit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which

provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity; (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment; or (3) entity subject to an order of debarment or suspension under San Francisco Administrative Code Chapter 28. Solely for the purposes of this definition of Beneficiary, the definition of City shall include any other municipal/local, county, state, or federal jurisdiction.

A Beneficiary must be independent of the Contractor and its subcontractor(s) (at any tier) and their respective officers and employees. No Contractor or subcontractor officer or employee or Relative of an officer or employee may own, control, or manage a Beneficiary.

- d. SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- e. Contractor must deliver its SIP Commitments at no cost to the SFPUC.
- f. Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the Agreement.
- g. Only activities commenced after the NCA for the Agreement is issued will count towards the fulfillment of Contractor's SIP Commitments.
- h. Contractor is obligated to comply with SFPUC's SIP Commitments reporting requirements.
- i. Contractor is obligated to comply with the terms and conditions set forth in this section and in the Agreement.
- j. These reporting requirements may be adjusted over the duration of the Agreement due to SIP Program and system improvements.

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's SIP Commitment Table, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and Contractor's SIP Proposal Response Form, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

### **III. General Obligations**

- PMC must implement the Water CIP work in accordance with SFPUC Infrastructure Division's Capital Improvement Plan Procedures.
- All documents generated by the PMC as part of the program/projects included in this RFP must be in conformance with SFPUC standards and formats. PMC must submit all

deliverables, depending on type, separately in draft and final document format. PMC must address all comments and/or issues raised during the review of draft documents in the final documents.

- Throughout delivery of the Water CIP and all project phases, PMC will collaborate with the SFPUC Program Team and Project Teams.
- PMC will develop and maintain a schedule indicating the critical path for Task Orders.
- PMC will submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two weeks of date of meetings.
- PMC will submit monthly progress reports five calendar days after the end of each month, and quarterly progress reports that are more comprehensive describing overall contract progress and highlights (see Section 3.1 Subtask 1.1 Program Contract Management).
- SFPUC will provide the Key Team Members identified in Section 4.3 of this RFP with office space at 525 Golden Gate in San Francisco; the individuals must be available in person at least 3 days per week or as requested to attend in-person meetings. PMC must make other PMC staff (such as Lead Team Members in Section 4.4) available to attend in-person meetings at SFPUC offices and facilities as requested, from San Francisco to Moccasin.

#### **IV. Obligations to Prevent Conflict of Interest**

Contractor acknowledges that this agreement includes a broad programmatic scope of work that requires the Contractor to provide oversight and direction on numerous other City projects and contracts. Contractor and its subcontractors are obligated, at all times, to determine whether or not participation in this Agreement constitutes a conflict of interest with its other work for the City. Contractor has the sole, independent, and continuous obligation to comply with the applicable provisions of state and local laws, including but not limited to laws prohibiting conflicts of interest (Agreement Section 10.2) and to avoid circumstances that create an actual or perceived conflict of interest. This includes, without limitation, both existing contracts and any future contracts on which Contractor may propose or bid. The City is not providing legal advice on compliance with these requirements and assumes no responsibility or liability arising from Contractor's reliance on any steps the City takes to resolve or address any conflicts of interest. Contractor should consult with its legal counsel to determine whether a potential conflict exists.

If Contractor becomes aware that an actual or potential conflict of interest may arise due to Contractor's past or current work with the SFPUC, the Contractor must present the potential and/or actual conflict of interest to the SFPUC. For actual or potential conflicts identified by the Contractor or identified by the SFPUC, Contractor agrees and acknowledges that the SFPUC is entitled to take the actions necessary to address any actual or potential conflict of interest, including without limitation the following:

- 1) Exclude the project(s) where a conflict of interest may occur (such as a project where Contractor is performing or has performed final design) from any technical oversight under this Agreement (PMC PRO.0205);

2) If Contractor has an existing contract (such as a final design contract) that may be in conflict with the PMC under this Agreement, require Contractor to affect a novation of the remaining work on the existing contract to a qualified subconsultant already on the existing contract, under which the subcontractor would assume a direct contractual relationship with the SFPUC, and the PMC would not provide oversight of that work; and/or

3) Terminate for convenience Contractor's existing contract that may be in conflict with this Agreement, and the SFPUC will re-bid, or assign the work to a different contract with similar scope and qualification requirements.

## **V. Project 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 Contractor. However, 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 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 Contractor's performance of the contract.

## **VI. 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.

## **VII. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Katie Miller.

## **VIII. 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.

## **IX.**

Performance of the service under the 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 Contract Manager will initially identify tasks and request Contractor to propose a project scope, sub tasks, staffing plan, Local Business Enterprise (LBE) utilization, schedule, deliverables, budget and costs to complete the task in accordance with

Appendix B, Calculation of Charges. 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 Contract Manager and Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the Request for Proposals, 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 (NTP) will be issued. Contractor is hereby notified that work cannot commence until Contractor receives a written NTP in accordance with the San Francisco Administrative Code. ***Any work performed without an NTP will be at Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under the Agreement shall be in accordance with Appendix B, Calculation of Charges, and Appendix B-1, Fee Schedule.

## **Appendix B Calculation of Charges**

As part of Contractor's proposal dated August 23, 2024, 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 Appendix B-1, 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, Fee Schedule, will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of August 26, 2024. 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 \$300 per hour for each Key Team Member and Lead Team Member and any Technical Advisory Panel members and \$270 per hour for all other staff, unless the SFPUC Contract Manager authorizes an increase to the rate in writing.

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

- a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- b. Proposed change of staff classification for existing personnel; and/or
- c. Proposed replacement or substitution of any employee listed in Appendix B-1, Fee Schedule, 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.0205 is **3.196**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1, Fee Schedule. 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.** Direct reimbursable expenses (or “other direct costs” (ODCs)) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs must receive written pre-approval from the SFPUC Contract Manager.

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

i. Task-specific out-of-town travel as requested by the SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.

a) Rental vehicle or car share: 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.

b) Personal vehicle use: The SFPUC will pay Contractor on a per mile basis as established by the United States 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, Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. Contractor must submit to the SFPUC an approved mileage log and expense report with its monthly invoices.

c) Commuting mileage from total mileage to calculate reimbursable mileage. Contractor must submit to the SFPUC an approved mileage log and expense report with its monthly invoices.

d) Project vehicle rental/lease cost, gasoline, tolls and parking. Contractor must request the project vehicle and receive pre-authorization by Staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and an expense report are required for consideration of reimbursement. Since auto insurance is already part of the Agreement, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.

ii. Specialty printing (“specialty,” as used herein, shall mean large volume printing and color printing and requires prior written approval from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);

iii. Task-related permit fees;

iv. Task related publishing or advertisement fees;

v. Expedited courier services when requested by SFPUC staff; and

vi. Task-specific safety equipment.

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

not limited to:

- i. All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area counties, and travel from Contractor's home office to SFPUC facilities not requested by the SFPUC;
- ii. Routine travel from Contractor's home office to SFPUC facilities or to Moccasin or other Regional Water System facilities;
- iii. Travel for all Key/Lead Members to attend in-person meetings;
- iv. Contractor staff relocation costs;
- v. Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- vi. Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- vii. All meals, including refreshments and working lunches with Staff;
- viii. Equipment to be used by Staff;
- ix. Ergonomic office equipment; and
- x. Postage and courier services that are not requested by Staff.

**5. Subcontractor Make-up and Documentation.** Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to Contractor's team after obtaining pre-authorization by the SFPUC Contract Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

**6. Subcontractor Fees.**

- a. Subject to the restrictions in this Section 6;
- b. Shall be subject to written pre-approval by Contractor's liaison with the SFPUC;
- c. 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 Contract Manager and all work products have been received and approved by the SFPUC Contract Manager, 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, 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 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 10 days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

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

Appendix B-1  
Fee Schedule

Fee Schedule for PUC.PRO.0205: Water Capital Program Management Contract  
HDR Stantec JV

OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$300/hour for Key Team Member/ Lead Team Member/Technical Advisory Panel Members, and \$270/hour for all other staff )	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]
HDR	JV Committee Representative	JaNell	Cook	\$ 165.68	3.37	\$270.00	38.18%	1.29
	Program Management Advisor (PMA)	Karen	Pappas	\$ 125.90		\$300.00		
	Dam Engineering Manager (DEM)	Bob	Filgas	\$ 118.21		\$300.00		
	Diversity, Equity and Inclusion (DEI) Specialist	Victoria	Johnson	\$ 100.97		\$300.00		
	Geotechnical Engineering Manager (GEM)	Garret	Harris	\$ 100.17		\$300.00		
	Start-up, Testing, Asset Onboarding Specialist (AOBS)	Scott	Joslyn	\$ 90.88		\$300.00		
	Task 1 Program Administration Lead	Molly	Owens	\$ 86.23		\$270.00		
	Task 3 Program Delivery Lead	Ron	Perkins	\$ 129.24		\$270.00		
	Water Supply and Treatment Delivery Champion	Brian	Wantanabe	\$ 85.84		\$270.00		
	City Distribution Delivery Champion	Dolly	Chen	\$ 101.46		\$270.00		
	Adaptive Process Management	Trent	Stober	\$ 135.74		\$270.00		
	Adaptive Process Management	Roger	Null	\$ 127.32		\$270.00		
	Architectural	Tom	Fortier	\$ 127.70		\$270.00		
	Asset Management	Allan	Scott	\$ 126.38		\$270.00		
	CFD Modeling	Hany	Gerges	\$ 126.40		\$270.00		
	Civil	Bill	Rebik	\$ 86.87		\$270.00		
	Condition Assessment	Dennis	Sanchez	\$ 115.38		\$270.00		
	Condition Assessment	Mike	Higgins	\$ 151.97		\$270.00		
	Construction Planning	Roger	Hatton	\$ 125.40		\$270.00		
	Corrosion	Brien	Clark	\$ 92.10		\$270.00		
	Distribution System Optimization Modeling	Dave	Spencer	\$ 101.23		\$270.00		
	Document Management	Lauren	Bean	\$ 85.69		\$270.00		
	Economics and Funding	Shawn	Koorn	\$ 102.13		\$270.00		
	EIT Asset Management	Morgan	DeAngeles	\$ 50.12		\$168.90		
	EIT Civil	Michael	Babayev	\$ 48.27		\$162.67		
	EIT Treatment	Arista	Wu	\$ 44.72		\$150.71		
	Electrical	Josh	DeLa Cruz	\$ 75.28		\$253.69		
	Emerging Technologies Review / Utility Expertise	Chance	Lauderdale	\$ 131.07		\$270.00		
	Environmental Review Permitting Compliance	Leslie	Tice	\$ 111.88		\$270.00		
	Environmental Review Permitting Compliance	Jay	Lloyd	\$ 75.23		\$253.53		
	Estimating Support	Peter	Bredehoeft	\$ 104.14		\$270.00		
	Facilities Integration Plan	LuAnne	McVicker	\$ 152.04		\$270.00		
	Geotechnical	Ed	Woo	\$ 115.90		\$270.00		
	GIS	Joel	Griffin	\$ 87.68		\$270.00		
	Hydraulic Modeling and Systems Engineering	Lisa	Tamura	\$ 79.85		\$269.09		
	Hydropower	Sarah	Kulpa	\$ 94.28		\$270.00		
	I&C	Michael	Cook	\$ 84.60		\$270.00		
	Plant/Optimization Modeling	Christina	Alito	\$ 86.23		\$270.00		
	Program Charter Facilitator	Amy	Shahar	\$ 75.37		\$254.00		
	Program Deliverability Review	Donald	Champenois	\$ 117.79		\$270.00		
	Program Review and Alignment, Construction Planning	Tom	Haid	\$ 152.37		\$270.00		
	Program Review and Alignment	Alice	Wang	\$ 55.58		\$187.30		
	Program Review and Alignment	Chris	Malinowski	\$ 109.16		\$270.00		
	Project Planning Support	Arthur	Xu	\$ 70.52		\$237.65		
	Project Technical Assistant	Cynthia	Bernard	\$ 49.50		\$166.82		
	Project Technical Assistant	David	Zaplava	\$ 31.31		\$105.51		
	Project Technical Assistant	Maika	Winkler	\$ 39.08		\$131.70		
	Project Technical Assistant	Lisa	Brown	\$ 59.20		\$199.50		
	Pump Stations	Ligaya	Kohagura	\$ 108.17		\$270.00		
	Quality Control	Keith	Campbell	\$ 148.65		\$270.00		
	Reservoir Modeling	Nathan	Pingel	\$ 111.53		\$270.00		
	Reservoir Modeling	Mike	Konieczki	\$ 85.78		\$270.00		
	Risk Management and VE Facilitator	Blane	Long	\$ 96.86		\$270.00		
	Roads/Bridges	John	Maniscalco	\$ 126.43		\$270.00		
	Security Systems Engineering	David	Brearley	\$ 110.36		\$270.00		
	Seismic Evaluation / Standards / Resiliency	Crystal	Starr	\$ 94.10		\$270.00		

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Fee Schedule

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[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
	Specific Project Planning Support (AWS) Integrated Water	Jacquelin	Mutter	\$ 98.64		\$270.00		
	Specific Project Planning Support (AWS) Planning Lead	Mallika	Ramanathan	\$ 122.12		\$270.00		
	Specific Project Planning Support (AWS) Purified Water Regulatory Advisor	Jennifer	West	\$ 110.00		\$270.00		
	Specific Project Planning Support (AWS) Technical Lead	Pierre	Kwan	\$ 114.18		\$270.00		
	Structural	Phoenix	Nguyen	\$ 111.89		\$270.00		
	Technical Advisory Panel: Alternative Project Delivery	Guy	Voss	\$ 126.38		\$300.00		
	Technical Advisory Panel: Energy Evaluations	Dave	Reardon	\$ 131.01		\$300.00		
	Technical Advisory Panel: Filtration Systems	Eric	Berggren	\$ 118.87		\$300.00		
	Technical Advisory Panel: Geotechnical Evaluations	Mark	Stanley	\$ 115.36		\$300.00		
	Technical Advisory Panel: Groundwater Treatment / Delivery	Mark	Beebe	\$ 97.24		\$300.00		
	Technical Advisory Panel: High Voltage Transmission	Fernando	Garcia	\$ 126.24		\$300.00		
	Technical Advisory Panel: Hydroelectric Generation	Richard	Miller	\$ 162.74		\$300.00		
	Technical Advisory Panel: Program Management	Julie	Labonte	\$ 192.36		\$300.00		
	Technical Advisory Panel: Trenchless / Other Methods	Paul	Bearden	\$ 115.60		\$300.00		
	Technical Advisory Panel: Water Loss Evaluations	Jeff	Hansen	\$ 95.92		\$300.00		
	Technical Advisory Panel: Water Treatment Plants	Rich	Stratton	\$ 120.00		\$300.00		
	Transmission / Distribution	Dan	Ellison	\$ 119.27		\$270.00		
	Treatment	Ted	Kontonickas	\$ 98.09		\$270.00		
	Treatment	Tyler	Smith	\$ 66.68		\$224.71		
	Treatment Engineer	Luke	Thompson	\$ 53.50		\$180.30		
	Treatment Engineer	Lanelle	Ezzard	\$ 74.11		\$249.75		
	Urban Design	Joey	Scanga	\$ 111.52		\$270.00		
	Water Quality Modeling	Andy	Thuman	\$ 109.66		\$270.00		
	Water Quality / Emerging Contaminants	Edgar	Dymally	\$ 96.16		\$270.00		
	JV Committee Representative	Tama	Snow	\$ 139.18		\$270.00		
	Deputy Program Management Advisor (DPMA)	John	MacKillop	\$ 118.16		\$300.00		
	Pre-Construction Technical Advisor (PCTA)	Janet	Atkinson	\$ 121.73		\$300.00		
	Program Quality Assurance Manager (PQAM)	Craig	Wilcox	\$ 138.81		\$300.00		
	Building Information Modeling Specialist	Rob	Marr	\$ 76.48		\$257.74		
	Hydropower Generation and High Voltage Transmission Engineering Manager (HEM)	Gary	Patel	\$ 104.73		\$300.00		
	Process Engineering Manager (PEM)	Mike	Price	\$ 130.88		\$300.00		
	Technology Transfer and Training Specialist, (TTTS)	Nancy	Barnes	\$ 97.85		\$300.00		
	Transmission / Distribution Systems Engineering Manager (SEM)	Joe	Ortiz	\$ 87.68		\$295.48		
	Value Engineering Specialist: Pump Stations	George	Tey	\$ 99.50		\$300.00		
	Value Engineering Specialist: Treatment	David	Pernitsky	\$ 128.37		\$300.00		
	Value Engineering Specialist: Tunnels	Greg	Raines	\$ 127.50		\$300.00		
	Task 2 Strategic Capital Planning Lead	Summer	Bundy	\$ 120.14		\$270.00		
	Architectural	Eric	Sanchez	\$ 61.25		\$206.41		
	Asset Management	Adam	Butler	\$ 80.92		\$270.00		
	CFD Modeling	Fangbiao	Lin	\$ 129.07		\$270.00		
	Civil, Transmission / Distribution	Matt	Carpenter	\$ 105.77		\$270.00		
	Condition Assessment: Water Treatment	Bill	Taplin	\$ 103.03		\$270.00		
	Condition Assessment: Conveyance, Rehabilitation Technologies	Erez	Allouche	\$ 77.99		\$262.83		
	Condition Assessment: Dams	Mohammadreza	Mostafa	\$ 96.87		\$270.00		
	Condition Assessment: Power Transmission	Pavlo	Voloshyn	\$ 89.70		\$270.00		
	Construction Planning	Steve	Chavez	\$ 105.37		\$270.00		
	Construction Planning	Ryan	Fane	\$ 81.11		\$270.00		
	Design Standards Review	Khalid	Talaat	\$ 112.55		\$270.00		
	Economics and Funding	Amy	Broughton	\$ 99.53		\$270.00		
	Economics and Funding	Sally	Van Etten	\$ 98.29		\$270.00		
	Electrical	Long	Hoang	\$ 103.37		\$270.00		
	Environmental Review, Permitting, Compliance	Heather	Waldrop	\$ 81.06		\$270.00		

Appendix B-1  
Fee Schedule

Fee Schedule for PUC.PRO.0205: Water Capital Program Management Contract								
HDR Stantec JV								
OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$300/hour for Key Team Member/ Lead Team Member/Technical Advisory Panel Members, and \$270/hour for all other staff )	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]
Stantec Consulting Services, Inc.	Estimating Support	Jim	Loucks	\$ 97.80	3.37	\$270.00	38.18%	1.29
	Geotechnical	Maurice	Amendolagine	\$ 73.42		\$247.43		
	GIS	Christian	Raumann	\$ 88.71		\$270.00		
	Hydraulic Modeling and Systems Engineering	Justin	Bartels	\$ 76.01		\$256.15		
	Hydropower	Uddhav	Lakkundi	\$ 96.17		\$270.00		
	I&C	David	Wilcoxson	\$ 114.55		\$270.00		
	Long-Range Capital Planning and Delivery	Nick	Anderson	\$ 100.22		\$270.00		
	Long-Range Capital Planning and Delivery	Mark	Frey	\$ 70.18		\$236.51		
	Mechanical	Sean	Neprud	\$ 75.34		\$253.90		
	Program Contract Manager	Sean	Bricker	\$ 31.01		\$104.50		
	Program Management Plan Support	Caitlin	McCormick	\$ 44.14		\$148.75		
	Program Performance Metrics / Lessons Learned	Cathy	Henderson	\$ 91.90		\$270.00		
	Program Review and Alignment	Mike	Watson	\$ 155.66		\$270.00		
	Pump Stations	Mark	Smith	\$ 95.60		\$270.00		
	Quality Management Support	Chris	Mountenay	\$ 98.40		\$270.00		
	Roads / Bridges	Anurag	Upadhyay	\$ 89.05		\$270.00		
	Security Systems Engineering	Shane	Ramcharansingh	\$ 103.47		\$270.00		
	Seismic Evaluation / Standards / Resiliency	Lee	Abramson	\$ 97.22		\$270.00		
	Seismic Evaluation / Standards / Resiliency	John	Tehaney	\$ 96.75		\$270.00		
	Seismic Evaluation / Standards / Resiliency	Christine	Weber	\$ 87.59		\$270.00		
	Specific Project Planning Support (AWS): Demonstration	Zakir	Hirani	\$ 144.24		\$270.00		
	Survey	Jason	Shockley	\$ 72.76		\$245.20		
	Survey	Tim	Eich	\$ 55.86		\$188.25		
	Technical Advisory Panel: Buildings	Pat	McKelvey	\$ 108.18		\$300.00		
	Technical Advisory Panel: Reservoirs	Bill	Swanson	\$ 140.72		\$300.00		
	Technical Advisory Panel: Dam Safety	Vik	Iso-Ahola	\$ 116.68		\$300.00		
	Technical Advisory Panel: Fire Suppression Water Demand	Jeff	Dunn	\$ 98.23		\$300.00		
	Technical Advisory Panel: Groundwater Wells	Thomas	Butler	\$ 83.69		\$282.04		
	Technical Advisory Panel: Pipelines / Pump Stations	Russ	Snow	\$ 132.60		\$300.00		
	Technical Advisory Panel: Program Controls	Melissa	McDaniel	\$ 115.70		\$300.00		
	Technical Advisory Panel: Program Mobilization	Gavin	Gilchrist	\$ 131.48		\$300.00		
	Technical Advisory Panel: Seismic Evaluations	Brian	Sadden	\$ 117.65		\$300.00		
	Technical Advisory Panel: Recycled Water Treatment / Delivery	Jim	Borchardt	\$ 138.86		\$300.00		
	Water Quality Modeling	Simon	Horsley	\$ 55.94		\$188.52		
Chaves & Associates	Document Control Specialist	Arlene	Chaves	\$ 85.00	2.50	\$212.50	0.63%	0.02
	Document Control & Project Admin	Elizabeth	Hales	\$ 55.00		\$137.50		
	Document Control & Project Admin	Christina	McKenzie	\$ 48.00		\$120.00		
	Document Control & Project Admin	Angel	Sanchez	\$ 45.00		\$112.50		
	Document Control & Project Admin & First Source	Darlene	Camara	\$ 40.00		\$100.00		
	Document Control & Project Admin & First Source	Mohamed	Demagh	\$ 40.00		\$100.00		
Climate Adaptive Systems, LLC	Climate Change / System Resiliency	Mira	Chokshi	\$ 100.00	2.70	\$270.00	1.50%	0.04
COORD, LLC	Long-Range Capital Planning and Delivery	Vi	Lam	\$ 102.16	2.85	\$270.00	1.00%	0.03
Data Sciences Group	Asset Management	Steven	Nornhold	\$ 100.00	2.25	\$225.00	0.31%	0.01
	Senior Project Manager	Larry	Betzel	\$ 110.00		\$247.50		
	Senior Asset Data Engineer	Dennis	Richter	\$ 77.78		\$175.01		
	Mid-Level Asset Data Analyst	Aimee	White	\$ 53.33		\$119.99		
	Maximo Data Analyst	Lillie	Gruenke	\$ 57.78		\$130.01		
	Senior Asset Data Engineer	Richard	Steele	\$ 77.78		\$175.01		
Effective Management Services, LLC	Administrative Document Control	Joanne	Simotas	\$ 55.00	2.50	\$137.50	2.50%	0.06
	Scheduling	Wahid	Mansour	\$ 108.00		\$270.00		
	Systems Management	Sherif	Mansour	\$ 75.00		\$187.50		
	Safety	Eugene	Samas	\$ 108.00		\$270.00		
	Contract Management	Emad	Mansour	\$ 108.00		\$270.00		
	Pre-Construction Management	Thomas	DeGrio	\$ 108.00		\$270.00		
	Safety	Richard	Cavil	\$ 108.00		\$270.00		
Galen CM, Inc	Project Manager - Civil Engineer	Jeff	Wasserloos	\$ 135.00	2.00	\$270.00	1.25%	0.03
	Office Engineer	Maria	Garcia	\$ 75.00		\$150.00		
	WECC/NERC Coordinator	Lenise	Kimes	\$ 75.00		\$150.00		
	Document Control Specialist	Monica	Steele	\$ 75.00		\$150.00		
	Asset Management and Maximo Specialist	Scott	Riley	\$ 110.00		\$220.00		
	Asset Management and Maximo Specialist	Bruce	Summers	\$ 120.00		\$240.00		
	Records Management Coordinator	Victoria	Howell	\$ 75.00		\$150.00		
	Document Management Support	Vincent	Martinez	\$ 135.00		\$270.00		
Hollins Consulting, Inc.	Utility Coordination / Relocation	Catherine	McCrimmon	\$ 100.96	2.63	\$265.52	0.38%	0.01
	Utility Coordination / Relocation	Brook	Mebrahtu	\$ 114.09		\$270.00		

Appendix B-1  
Fee Schedule

Fee Schedule for PUC.PRO.0205: Water Capital Program Management Contract								
HDR Stantec JV								
OVERHEAD AND PROFIT SCHEDULE								
Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate (\$/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate (\$/hour, not to exceed \$300/hour for Key Team Member/ Lead Team Member/Technical Advisory Panel Members, and \$270/hour for all other staff )	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]
Incommon, LLC	Diversity, Equity, Inclusion Support	Erika	Uribe	\$ 70.00	2.49	\$174.30	0.38%	0.01
	Diversity, Equity, Inclusion Support	Laurens	Costeris	\$ 70.00		\$174.30		
InterEthnica, Inc.	Principal	Lisa	Abboud	\$ 86.45	2.80	\$242.06	0.94%	0.03
	Associate Principal	Deborah	Oh	\$ 74.04		\$207.31		
	Communications and Reporting Support	Mona	Abboud	\$ 74.04		\$207.31		
	Senior Chinese Community Liaison	Mandy	Yu	\$ 52.45		\$146.86		
	Project Manager - Language Justice & Access	Ariana	Silva	\$ 45.65		\$127.82		
	Senior Designer	Anke	Gaksch	\$ 49.40		\$138.32		
	Senior Chinese Linguist	Monica	Wong	\$ 65.00		\$182.00		
	Senior Spanish Linguist	Ayali	Molne	\$ 65.00		\$182.00		
	Project Manager - Engagement & Facilitation	Vanessa	Zamora	\$ 55.19		\$154.53		
	Community Engagement Management	Elena	Castanon	\$ 52.25		\$146.30		
	Project Coordinator and Analyst	Michael	Abboud	\$ 49.40		\$138.32		
	Project Manager - Community Research & Analysis	Sharon	Kang	\$ 55.19		\$154.53		
Joe Hill Consulting & Engineering Corporation	Operations Coordination Support	Joe	Hill	\$ 105.00	2.90	\$270.00	2.50%	0.07
	Principal Engineer	Rolando	Bueno	\$ 105.00		\$270.00		
	Operations Coordination Support	Leland	Fong	\$ 102.74		\$270.00		
	Mechanical	Robert	Davis	\$ 106.79		\$270.00		
	Power and Controls Consultant	Greg	Yim	\$ 103.59		\$270.00		
	Operations Coordination Support	Doug	Handran	\$ 107.00		\$270.00		
	Project Engineer	Grace	Samish	\$ 78.00		\$226.20		
	Senior Engineer	Calvin	Nguyen	\$ 78.00		\$226.20		
	Contract Manager	Ngoc	Ho	\$ 70.00		\$203.00		
	Underwater Construction Specialist	David	Gilson	\$ 120.00		\$270.00		
	Environmental Construction Specialist	Teri	Beckett	\$ 105.00		\$270.00		
	Scheduling	Cindy	Cosola	\$ 72.63		\$210.63		
Katz & Associates, Inc.	Program Communications Coordinator	Emily	Otis	\$ 59.44	3.18	\$189.02	2.00%	0.06
	Senior Account Executive	Heidi	Anderson	\$ 47.04		\$149.59		
	Senior Account Executive	Dan	Carrigan	\$ 45.50		\$144.68		
	Creative Director	Matthew	Bennett	\$ 53.05		\$168.68		
	Account Executive	Katrina	Rohlfes	\$ 31.69		\$100.78		
	Technical Advisory Panel: Communications	Sara	Katz	\$ 120.19		\$300.00		
Law Office of Julian Gross	Project Labor Agreement Support / Labor Coordinator	Julian	Gross	\$ 270.00	1.00	\$270.00	0.25%	0.00
M Lee Corporation	Lead Cost Estimator (LCE)	Martin	Lee	\$ 98.50	2.52	\$248.22	2.50%	0.06
	Senior Estimator	Franklin	Lee	\$ 82.00		\$206.64		
McGovern McDonald Engineers	Economics and Funding	Patricia	McGovern	\$ 100.00	2.80	\$270.00	1.00%	0.03
	Water Resources	Steve	McDonald	\$ 120.00		\$270.00		
	Chief Engineer	Joseph	Reichenberger	\$ 106.00		\$270.00		
	Chief Engineer	Vinod	Badani	\$ 130.00		\$270.00		
	CAD Designer	Mark	Davis	\$ 67.00		\$187.60		
	Drone Pilot/Field Analyst	Berti	Benbanaste	\$ 70.00		\$196.00		
Northwest Hydraulic Consultants	Physical Modeling	Ken	Christison	\$ 91.00	3.09	\$270.00	0.25%	0.01
	Principal	Brady	McDaniel	\$ 91.00		\$270.00		
Pathways Climate Institute, LLC	Climate Change and Systems Resiliency Specialist	Kris	May	\$ 104.00	2.73	\$283.92	0.75%	0.02
	Climate Change / System Resiliency	Michael	May	\$ 78.84		\$215.23		
	Senior Data Scientist	Lindsay	Luchinsky	\$ 55.53		\$151.60		
	Data Scientist	Katie	Riles	\$ 45.48		\$124.16		
	Data Scientist	Sierra	Ramer	\$ 44.75		\$122.17		
	Engineer	Dairy	Ramirez Lopez	\$ 44.31		\$120.97		
	GIS Analyst	Meagan	Brown	\$ 41.78		\$114.06		
Smith and Associates EH&S, LLC	Pre-Construction Program Safety	Taylor	Smith	\$ 75.00	1.75	\$131.25	1.00%	0.02
SRT Consultants	Principal	Tanya	Yurovsky	\$ 105.00	2.80	\$270.00	2.50%	0.07
	Asset Management Integration Specialist	Erin	McLachlan Sanchez	\$ 108.68		\$300.00		
	Water Resources	William	McCarthy	\$ 141.28		\$270.00		
	Environmental Review, Permit Compliance	Lisa	Pezzino	\$ 86.94		\$243.43		
	Asset Management/Senior Engineer	Laura	Chimelski	\$ 64.69		\$181.13		
	Project Engineer	Samantha	Schreiner	\$ 54.34		\$152.15		
Westland Management Solutions, Inc.	Data Support / Business Intelligence	Donna	Courington	\$ 144.74	2.63	\$270.00	2.00%	0.05
	Integration Manager, Principal	Scott	Vosburg	\$ 144.74		\$270.00		
	Unifier Specialist	Larry	Mullen	\$ 134.53		\$270.00		
	Unifier BP Configuration Specialist	Michelle	Villagran	\$ 68.62		\$180.47		
	Sr. Unifier Integration Specialist	David	Peck	\$ 115.00		\$270.00		
	Project Controls Specialist	Giorgio	Fatica	\$ 39.00		\$102.57		
	Project Controls Integration Specialist	Michael	Falzon	\$ 35.69		\$93.86		
Effective Project Overhead & Profit Rate (EOPR): Maximum Allowable Effective Project Multiplier = 3.20							3.196	