

File No. 260008

Committee Item No. 8
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee _____ Date January 28, 2026
Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Port Commission Resolution No. 17-36 8/5/2017</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Port Commission Resolution No. 19-41 9/20/2019</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Port Commission Resolution No. 25-68 10/3/2025</u>
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Completed by: Brent Jalipa Date January 22, 2026
Completed by: Brent Jalipa Date _____

1 [Award of Professional Services Agreement - Jacobs Engineering Group, Inc - Waterfront
2 Resilience Program – Not to Exceed \$40,000,000]

3 **Resolution approving the Award of Professional Services Agreement for program**
4 **advisory services related to the Waterfront Resilience Program between Jacobs**
5 **Engineering Group Inc., and the City and County of San Francisco, acting by and**
6 **through its Port Commission, in an amount not to exceed \$40,000,000 for a term of five**
7 **years, commencing on March 2, 2026, through March 1, 2031, with a single option to**
8 **extend for five additional years, exercisable at the sole discretion of the Port**
9 **Commission, pursuant to Charter, Section 9.118(b).**

10
11 WHEREAS, The Port manages the San Francisco Waterfront within its jurisdictional
12 boundaries as the gateway to a world-class city, and advances environmentally and financially
13 sustainable maritime, recreational and economic opportunities to serve the City of San
14 Francisco, the San Francisco Bay Area, and the State of California; and

15 WHEREAS, The San Francisco Seawall was constructed more than a century ago and
16 serves as the foundation for more than three miles of San Francisco waterfront, supporting
17 historic piers, wharves, and buildings including the Ferry Building, and underpinning the
18 Embarcadero Promenade which welcomes millions of people each year, serves as a critical
19 emergency response and recovery area, and supports BART, Muni and ferry transportation
20 and utility networks; and

21 WHEREAS, On August 8, 2017, the Port Commission authorized Port staff to award
22 and execute a professional services contract with, CH2M HILL Engineers, Inc. to provide
23 planning, engineering, environmental services, and communications (“PEC Contract”) for the
24 Seawall Resiliency Project in the amount of \$36,349,740 and with a term of 10 years, with an
25 option to extend the term for one additional year in the Port’s discretion, and authorized Port

1 staff to increase the contract amount, if needed for unanticipated contingencies, by an
2 additional \$3,634,974, for a total contract authorization not to exceed \$39,984,714 (Port
3 Commission Resolution No. 17-36); and

4 WHEREAS, On September 24, 2019, subject to the approval of the Board of
5 Supervisors, the San Francisco Port Commission authorized Port staff to execute an
6 amendment to the PEC Contract with CH2M HILL Engineers, Inc., for planning, engineering,
7 and environmental services for the Waterfront Resilience Program, which includes the
8 Embarcadero Seawall Program, the Flood Study, and related activities to increase the
9 contract to an amount not to exceed to \$59,977,071 (Port Commission Resolution No. 19-41);
10 and

11 WHEREAS, On October 7, 2025, the Port Commission authorized Port staff to execute
12 an amendment to the PEC Contract with CH2M HILL Engineers, Inc., for planning,
13 engineering, and environmental services for the Flood Study, and related activities to increase
14 the contract to an amount not to exceed \$60,477,071 (Port Commission Resolution No. 25-
15 68); and

16 WHEREAS, June 9, 2025, the Port issued a formal Request for Proposals ("RFP") for
17 Waterfront Resilience Program ("WRP") Program Advisory Consultant, Sourcing Event
18 0000010877; and

19 WHEREAS, The RFP sought a Proposer to enter into a program advisory services
20 contract with an anticipated initial not to exceed amount of \$40,000,000 and an initial term of
21 five years, with the ability to extend the term no more than an additional five years, and to
22 increase the value proportionally based on actual contractual needs; and

23 WHEREAS, The Port received one proposal on August 1, 2025, that was responsive;
24 and

1 WHEREAS, Port staff convened an evaluation panel to evaluate and score the
2 proposal; and

3 WHEREAS, Port staff recommended awarding a contract to the sole and highest
4 ranked Proposer, Jacobs Engineering Group, Inc.; and

5 WHEREAS, On December 9, 2025, pursuant to Resolution No. 25-85, the San
6 Francisco Port Commission awarded the contract to the sole and highest ranked proposer
7 Jacobs Engineering Group, Inc. for program advisory services related to the Waterfront
8 Resilience Program in an amount not to exceed \$40,000,000 for a term of five years,
9 commencing on March 2, 2026, through March 1, 2031, with a single option to extend for five
10 additional years, exercisable at the sole discretion of the Port Commission; and

11 WHEREAS, Charter, Section 9.11 S(b), provides that the agreements entered into by a
12 department, board or commission requiring anticipated expenditures by the City and County
13 of ten million dollars, or a modification to such an agreement having an impact of more than
14 \$500,000 shall be subject to approval by the Board of Supervisors by Resolution; now
15 therefore, be it

16 RESOLVED, That the Board of Supervisors hereby approves the Award of a
17 Professional Services Agreement for program advisory services related to the Waterfront
18 Resilience Program between Jacobs Engineering Group Inc., and the City and County of San
19 Francisco, acting by and through its Port Commission, in an amount not to exceed
20 \$40,000,000 for a term of five years, commencing on March 2, 2026, through March 1, 2031,
21 with a single option to extend for five additional years, exercisable at the sole discretion of the
22 Port Commission, pursuant to Charter, Section 9.118(b).; and, be it

23 FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully
24 executed by all parties, the Port shall provide a copy of the final agreement to the Clerk of the
25 Board for inclusion into the official file.

Item 8 File 26-0008	Department: Port
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> The proposed resolution would approve a \$40 million contract between Jacobs Engineering Group and the Port for a five-year term from March 2, 2026 through March 1, 2031, with one five-year option to extend the term through March 1, 2036. 	
Key Points	
<ul style="list-style-type: none"> In June 2025, the Port released a Request for Proposals (RFP) for a Program Advisory Consultant for the Waterfront Resilience Program (WRP). Despite outreach related to the RFP, the Port only received one proposal from Jacobs Engineering Group. Under the proposed contract, Jacobs Engineering Group would perform a wide range of advisory services in the following areas: program management; environmental support; United States Army Corps of Engineers support; planning, design, and engineering technical services; communications; finance and legislative support; workforce development and small business support; real estate and development support; and maritime support. 	
Fiscal Impact	
<ul style="list-style-type: none"> The \$40 million contract total for five years (or \$8 million per year, on average) represents a 33 percent increase over the incumbent WRP consultant CH2M Hill Engineers, Inc. contract of \$60,477,071 for 10 years (or \$6 million per year, on average). According to Port staff, the growth in contract expenditures is due to growth in the scope of the WRP from an overall budget estimate of \$2 to \$5 billion in 2017 to an overall budget estimate of more than \$15 billion today. The proposed agreement would be paid through General Obligation Bond proceeds (95 percent) and the Port Harbor Fund (5 percent) to cover expenses ineligible for bond proceeds. 	
Policy Consideration	
<ul style="list-style-type: none"> Aside from the contract and task order negotiation process, the Port does not have a policy, process, or practice of evaluating professional service contracts. This is in contrast to the PUC, for instance, which has a Consultant Performance Evaluation Policy that: (1) assesses consultant performance and provides annual feedback; (2) ensures the receipt of high-quality deliverables and good value; and (3) informs the selection process for future consultant agreements. We recommend that the Port adopt a similar performance evaluation policy and annual evaluation process. 	
Recommendation	
<ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

The Port's Waterfront Resilience Program ("WRP" or "Program") is a set of capital projects to ensure that the waterfront is resilient to hazards such as earthquakes, flooding and sea level rise due to climate change, shoreline erosion, and other related risks. The WRP team is developing seven early projects to improve seismic and flood safety along the Port's 7.5 mile jurisdiction, according to a December 2025 memorandum from the Port's Executive Director to the Port Commission. The Waterfront Resilience Program is also planning to work with U.S. Army Corps of Engineers to complete a study of flood risks along the waterfront managed by the Port, develop a set of projects to address those risks, and develop a proposal to Congress for federal funding.

Procurement

In June 2025, the Port released a Request for Proposals (RFP) for a Program Advisory Consultant for the WRP Program. The Port only received one proposal from Jacobs Engineering Group. The proposal was evaluated based on the following criteria:

- Meeting minimum qualifications (pass/fail);
- A written proposal, for which Jacobs Engineering Group received 843.9 points out of a maximum of 1,000; and
- Oral interviews, for which Jacobs Engineering Group received 403.25 points out of a maximum of 500.

According to the December 2025 Port memo, outreach related to this RFP included: extending the deadline three times for submitting questions, extending the due date for proposals by seven weeks, and issuing four addenda clarifying RFP terms. Ultimately, Port staff reported three factors that they believe contributed to receiving only one proposal:

- **Proposal Cost and Staff Availability.** Firms must weigh the time and cost of preparing a proposal as well as the availability of staff during the contract performance period.
- **Avoiding A Conflict of Interest.** Prime and subcontractor firms that participate in the Program Advisory Consultant contract will likely not be able to participate in two future WRP contracts for engineering design valued at \$50 million each.
- **Limited Number of Qualified Firms.** A limited number of firms are qualified to provide specialized services associated with program advisory consultant work for the WRP.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a professional services agreement for program advisory services for the Waterfront Resilience Program (WRP) between Jacobs Engineering Group and the Port for a five-year term from March 2, 2026 through March 1, 2031, with one five-year option to extend the term through March 1, 2036. The not-to-exceed amount for the initial five-year term is \$40,000,000.

Under the contract, Jacobs Engineering Group would perform the following services:

- **Program management** to establish and manage the capital plan program management. This includes a six-month transition period from the incumbent consultant, development of a comprehensive Program Management Plan, contract management for subconsultants, and the administration of document, quality, and risk management protocols. Support also includes budget forecasting, scheduling, and the creation of a web-based project dashboard for leadership.
- **Environmental support services** to manage the high regulatory complexity of San Francisco's bayfront. Services involve completing California Environmental Quality Act and National Environmental Policy Act reviews, obtaining project-level clearances for implementation actions like the Downtown Coastal Resilience project, and securing regulatory permits from agencies such as the United States Army Corps of Engineers (USACE) and the Bay Conservation and Development Commission. This task also includes historic resource analysis and National Historic Preservation Act compliance.
- **United States Army Corps of Engineers (USACE) support services** to assist the Port as the local sponsor for the San Francisco Waterfront Coastal Flood Study. The consultant will provide strategic advice for relationship management across USACE divisions, support the completion of the USACE Chief's Report for Congressional Authorization, and assist in executing work under "In-Kind" Memoranda of Understandings. This ensures the Port receives local match credit for design and construction efforts performed prior to formal federal partnership agreements.
- **Planning, design, and engineering technical services** to provide analysis in geotechnical, coastal, marine structural, and civil engineering. The consultant will develop program-wide technical standards, conduct project-level pre-design services (e.g., conceptual engineering), and perform independent technical reviews of submittals produced by other design firms. This also includes specialized modeling for interior drainage and groundwater impacts related to sea level rise.
- **Communications services** to develop and implement marketing, public relations, and community engagement strategies to support capital projects. Tasks include multi-lingual outreach in Chinese, Spanish, and Filipino to ensure equitable project engagement, managing digital engagement and social media, and producing educational curriculum for k-12 students in collaboration with the San Francisco Unified School District (SFUSD). The consultant will also coordinate public events, tours, and stakeholder partnership building.

- **Finance and legislative support services** to assist the Port in securing federal and state funding through budget advocacy and grant applications. This involves navigating complex federal acts like the Water Resources Development Act (WRDA) and the Water Infrastructure Finance and Innovation Act (WIFIA), as well as state-level climate adaptation funding. The consultant will develop a long-term funding strategy for the WRP and provide assistance in securing historic tax credits and private grants for resilient infrastructure.
- **Workforce development and small business support** to achieve the Port's local hiring and Local Business Enterprise participation goals. Services include tracking job placements for local residents across the design and construction lifecycle, identifying technical training opportunities, and providing assistance to small businesses to remove barriers to bidding. The consultant is specifically required to host a minimum of two interns during the contract term.
- **Real estate and development support** to manage the WRP's impact on the Port's role as a public landlord. This task involves fulfilling federal LEERDS (Lands, Easements, Rights-of-Way, Relocations, and Disposals) obligations, analyzing tenant impacts, and providing strategic advice on lease modifications required for coastal flood defense systems. The consultant will also assist with real estate project underwriting and funding strategies.
- **Maritime support services** to ensure the Port's maritime tenants and activities are integrated into resilience planning. Work includes developing business strategies to minimize construction impacts on maritime operations, such as vessel relocations and harbor restrictions. The consultant will also provide facility planning and conceptual design services for maritime-specific assets impacted by capital improvements.

As mentioned above, Jacobs Engineering Group would provide these services for the WRP with a budget of \$40,000,000 over five years. The list of Jacobs Engineering Groups proposed subcontractors is shown in Attachment 1 to this report. The contractor is required to utilize Local Business Enterprise (LBE) subcontractors for at least 20 percent of services. While individual percentage allocations per firm are finalized through subsequent task orders, the cumulative LBE commitment is a material term of the agreement. Port staff report that Jacobs Engineering Group proposed using LBE subcontractors for 24.9 percent of services.

Community Benefits Commitments

Jacobs Engineering Group has committed to a comprehensive workforce and small business support program. These commitments include hosting a minimum of two interns during the contract term to foster job exposure and professional training. Under Task 7 and Task 5 of the Scope of Services, the firm is obligated to provide technical assistance and education to remove barriers for small businesses, alongside developing k-12 educational curricula related to climate resilience in collaboration with SFUSD. Within the initial six-month "Program Transition and Startup" period following the Notice to Proceed, Jacobs Engineering Group is required to develop and refine a Program Management Plan that includes specific Diversity, Equity, and Inclusion (DEI) guidance and procedures to ensure these social impact goals are integrated into all program-level decision-making.

FISCAL IMPACT

The proposed resolution would approve a contract amount not to exceed \$40,000,000 for a term of five years, with an option to extend the contract term for an additional five years. The projected contract expenditures by year are shown in Exhibit 1 below.

Exhibit 1: Projected Contract Expenditures by Year

Contract Year	Expenditures
Year 1	\$4,000,000
Year 2	6,000,000
Year 3	8,000,000
Year 4	10,000,000
Year 5	12,000,000
Total	\$40,000,000

Source: Port

The \$40 million contract total for five years (or \$8 million per year, on average) represents a 33 percent increase over the incumbent WRP consultant CH2M Hill Engineers, Inc. contract of \$60,477,071 for 10 years (or \$6 million per year, on average). According to Port staff, the growth in contract expenditures is due to growth in the scope of the WRP. Specifically, at the beginning of the prior CH2M Hill Engineers contract in August 2017, the program was in its early development phase, focused on the three-mile Embarcadero Seawall section of the Port with an overall budget estimate of \$2 to \$5 billion, and roughly \$500 million for near-term design and construction projects. Today, Port staff report that the WRP includes the full 7.5 miles of Port jurisdiction, has an overall budget estimate of more than \$15 billion, with more than \$1 billion in near-term design and construction projects.

The budget by task is shown in Exhibit 2 below. According to Port staff, the cost of each subtask will be negotiated once a task is initiated and the consultant submits a task proposal that includes the task scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, and budget.

Exhibit 2: Contract Budget by Task

Task	Amount	% of Total
Task 1: Program Management Services	\$9,000,000	23%
Task 2: Environmental Support Services	\$5,300,000	13%
Task 3: USACE Support Services	\$2,200,000	6%
Task 4: Planning, Design & Engineering Technical Services	\$14,350,000	36%
Task 5: Communications Services	\$5,000,000	13%
Task 6: Finance & Legislative Support Services	\$1,100,000	3%
Task 7: Workforce Development & Small Business Support Services	\$1,200,000	3%
Task 8: Real Estate & Development Support Services	\$1,200,000	3%
Task 9: Maritime Support Services	\$650,000	2%
Total	\$40,000,000	100%

Source: Port

Billing Rates

Under the proposed contract, the billing rates for Jacobs Engineering Group and its subcontractors range from \$30.90 per hour up to \$510.00 per hour. The maximum billing rate for key/lead staff is \$425.00 per hour, while specialized Professional Land Surveyors performing trials, testimony, or depositions may bill up to \$510.00 per hour. Most technical staff classifications and specialized subject matter experts are capped between \$345.00 and \$380.00 per hour. The contractor will only be allowed to escalate billing rates annually based on the annual percentage change of the Consumer Price Index (CPI) and must support such requests with the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for “Engineering services-Other transportation engineering projects.” The RFP specifies that hourly rates for job classifications must not exceed the rates for the same classifications under other City contracts, and Port staff made adjustments to the submitted fee proposal to ensure compliance with this requirement. Further, the Port reports that certain consultant rates cannot be capped due to federal regulations.

We note that the proposed contract’s maximum billing rates are higher than PUC’s maximum billing rates for professional service contracts. For example, the PUC’s contract with HDR/Santec to manage the Water Enterprise capital plan, which the Board of Supervisors approved in February 2025 (File 25-0020) establishes a maximum billing rate of \$270 per hour for most staff and \$300 per hour for “key staff” for the contract term through 2035, including CPI adjustments, unless a higher rate is authorized by the PUC.

Funding Source

The funds would be paid through General Obligation Bond proceeds (95 percent) and the Port Harbor Fund (5 percent) to cover expenses ineligible for bond proceeds, according to the December 2025 memo to the Port Commission.

POLICY CONSIDERATION

Aside from the contract and task order negotiation process, the Port does not have a policy, process, or practice of evaluating professional service contracts. This is in contrast to the PUC, for instance, which has a Consultant Performance Evaluation Policy that: (1) assesses consultant performance and provides annual feedback; (2) ensures the receipt of high-quality deliverables and good value; and (3) informs the selection process for future consultant agreements. We recommend that the Port adopt a similar performance evaluation policy and annual evaluation process.

RECOMMENDATION

Approved the proposed resolution.

Attachment 1: Proposed Jacobs Engineering Group Subcontractors

Firm	Service
architecture + history llc	Cultural Resources Architectural historian historic preservation
BAYCAT	Communications/Video
Boudreau Associates LLC	Permitting Lead & Environmental Steering Group
CDIM Engineering Inc.	Hazards & Hazardous Waste Environmental Assessment Investigations and Remedial Actions Lead
Century Urban LLC	Financial Services & Real Estate Valuations
Cinquini & Passarino Inc.	Hydrographic Surveying; Equipment - GEDO Scan; UAS; Multibeam Survey Vessel; Simple Beam Survey Vessel
Civic Edge Consulting	Communications Lead
Climate Adaptive Systems LLC	Strategic Analysis and Modeling Lead; Strategic Planning and Design; Hydrologic and Hydraulic Modeling
Conservation Strategy Group	State Funding Lead
Coord LLC	City Champions Liaison: SFPUC & Governance Advisor
D&A Communications	Communications & LBE Outreach lead
Deloitte & Touche LLP	Grants Management Lead; Real Estate & Development Support Services Task Lead; Real Estate Valuations Lead; Financing & Legislative Support Task Lead; USACE Real Estate Lead; Program Advisory Board; Tenant Relocation/Portfolio Management Lead
Digital Mania Inc. (Copymat)	Printing/Production
ENGEO Incorporated	Geotechnical Explorations Lead; Geotechnical QA/QC; Geotechnical Engineering
ESA	CEQA/NEPA Project Lead/ Environmental Steering Group; EWN; USACE EWN; Environment/Recreation; EWN and Coastal Engineering; CEQA/NEPA Leads; USACE/RWQCB Permits; EWN Coastal Restoration; Cultural Resources; Hydrology/Water Quality & Permitting; Cultural Resources
Freyer & Laureta Inc.	Roadways Engineering; General Civil Engineering
F.W. Associates Inc.	Electrical Engineering
Growth Sector	Internships
Hollins Consulting Inc.	Project Management Support Lead; Project Management Support; Utilities GIS Integration; Utilities Coordination Lead; Project Management Support
ICF J&S	CEQA/NEPA Task Manager; CEQA/NEPA/USACE Senior Advisor; Air Quality GHG/Energy; Socioeconomics; Aesthetics; Cultural Resources; Noise and Vibration; CEQA/NEPA Project Lead/ Environmental Steering Group; Air Quality GHG/Energy

Firm	Service
InfraTerra Inc.	Geotech/Investigations; Geo-Hazards Pipelines
InkeDesign Consulting LLC	Graphic Design Lead
International Effectiveness	Translation; Simultaneous Interpreting; American sign language; Executive Interpreters; Video interpreting (In person includes virtual); Telephone interpreting On Demand - Spanish; Telephone interpreting On Demand - All Other languages; Telephone interpreting On Demand - ASL over phone video; ASL interpreting In person; ASL interpreting Virtual over video; Document translation (all languages)
IRML Consulting	Small Business Engagement Lead; Small Business Engagement Coordinator; Small Business Engagement Assistant
J D Bray Consultants LLC	Engineering Peer Review Panel - Civil Engineer and Earthquake Engineer
Maffei Structural Engineering	Marine Structures Engineering Lead; Structural engineering Project Manager
Martin M. Ron Associates	Land Surveying Lead
New Albion Geotechnical Inc.	Engineering Peer Review Panel Chair - Geotechnical & Earthquake Engineering
N Saylor Consulting Group Inc	Constructability SME & Cost Estimating Lead; USACE Cost Estimates Lead; Independent Cost Estimates Lead
PA Consulting	Innovation & Emerging Tech Lead City Training / Governance Advisor
Prevision Design	Technical Environmental Analysis: Sun Shadow & Aesthetics Impact Assessments
RWDI	Technical Environmental Analysis: Wind Impact Assessments
Stockton Global Strategies LLC	USACE Advisor
Structural Integrity Associates	Advanced Structural Analysis lead, Seismic Performance Lead
Sustainable Watershed Designs (Lotus Water)	Stormwater & Combined Sewer System Eng SME / Interior Drainage and Groundwater Assessment Lead; Wet Utilities Engineer Lead; Wet Utilities Engineer Lead; Utilities Engineering Lead & USACE Utilities Engineering
T.D. O'Rourke	Engineering Peer Review Panel - Geotechnical & Lifelines Consultant
WRA Inc.	USACE RWQCB Permits; Permitting Lead; USFWS NMFS CDFW Permits
World Resources Institute	Governance Advisor - Landscape Architecture and Urban Planning Collaborative Governance
Young Community Developers	Workforce Development

Source: Draft Contract Agreement

**City and County of San Francisco
Port of San Francisco
Pier 1 The Embarcadero
San Francisco, CA 94111**

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

Waterfront Resilience Program (“WRP”) Program Advisory Consultant

1000037293

This Agreement is made this **Second** day of **March, 2026**, in the City and County of San Francisco (“City”), State of California, by and between Jacobs Engineering Group Inc., a Delaware corporation (“Contractor”) and City.

Recitals

WHEREAS, the Port of San Francisco (“Department”) wishes to program advisory services for the Waterfront Resilience Program (“WRP”) 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 Formal Request for Proposals for Waterfront Resilience Program (“WRP”) Program Advisory Consultant issued through Sourcing Event ID 0000010877; 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 **September 15, 2025** from the **Civil Service Commission** under PSC number **DHRPSC0005446** in the amount of **\$40,000,000** for the period of **five years**; and

WHEREAS, the City’s **Port Commission** approved this Agreement by **Resolution 25-85** on **December 9, 2025** in the amount of **\$40,000,000** for the period commencing **March 2, 2026** and ending **March 1, 2031**; 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 ****[insert resolution number]**** on ****[insert date of Commission or Board action]**** in the amount of **\$40,000,000** for the period commencing **March 2, 2026** and ending **March 1, 2031**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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 Jacobs Engineering Group, Inc located at 1999 Bryan Street, Suite 3500, Dallas, Texas, 758004.

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

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

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

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on **March 2, 2026** and expire on **March 1, 2031**, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of 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.

2.3 The City only may extend this Agreement beyond the expiration date in accordance with Administrative Code Section 6.43 at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

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 forty million Dollars (\$40,000,000), 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 sfgov.org](https://sfcitypartner.sfgov.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 **Grant Funded Contracts.**

(a) **Grant Terms.** The funding for this Agreement may be provided in full or in part by a Federal or State Grant to the City. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

3.3.8 **Payment Terms.**

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 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 (Payment Discount Terms).**

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 may 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 **as** 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 appendices.

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.

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 \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. **Policy must include Abuse and Molestation coverage, as applicable.**

(b) Commercial Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence or accident, “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 **\$1,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of **\$1,000,000** for each claim each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City’s or third person’s computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than **\$1,000,000** per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed under this Agreement with limits not less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year, including coverage for on-site third-party claims for bodily injury and property damage. This coverage shall be endorsed to include Non-Owned Disposal Site coverage.

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, and Employees.

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

(c) The Commercial Automobile Liability Insurance policy include (i) Auto Pollution Additional Insured Endorsement naming including as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

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) The Pollution 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.

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 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 include the City and County of San Francisco and its officers, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 Indemnification and Defense Obligations For Design Professionals.

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

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

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

5.2.3 **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.

5.2.4 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. (Reserved)ns.

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	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, 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
3.3.7(a)	Grant Funded Contracts – Disallowance	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/ .

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% 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). Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.

10.13 Working with Minors. Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors or where Contractor, or any subcontractor, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this Section and Section 10.14, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this Section shall control.

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 Sugar-Sweetened Beverage Prohibition. The scope of Services in this Agreement include the sale, provision, or distribution of beverages to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 Packaged Water Prohibition. The scope of Services includes the sale, provision, or distribution of water to or on behalf of City. Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

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:	**Name Title Agency Address Email Phone**
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To Contractor:	**Name Title Company Address Email Phone**
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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.

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.

11.6.3 Reserved (Health and Human Service Contract Dispute Resolution Procedure).

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. Except as otherwise provided for in this Agreement, upon request of City or termination or expiration of this Agreement, or the expiration of any legally required document retention period or litigation holds, , 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 seventy-two (72) hours of the discovery of such Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 14 MacBride And Signature

14.1 MacBride Principles – Northern Ireland. The provisions of San Francisco Administrative Code Chapter12F 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:

Brad Benson
Director, Waterfront Resilience Program
Port of San Francisco

Recommended by:

Michael Martin
Acting Executive Director
Port of San Francisco

Approved as to Form:

David Chiu
City Attorney

By: _____
A. Mathai-Jackson
Deputy City Attorney

CONTRACTOR

Jacobs Engineering Group, Inc.

Patrick King
Senior Vice President & Global
Transportation Market Director

City Supplier Number: 0000017961

Appendices

A: Scope of Services
B: Calculation of Charges

Appendix A **Scope of Services**

1. Project Definitions

PAC: Program Advisory Consultant, the selected Proposer

WRP: Waterfront Resilience Program, or “Program”

USACE: United States Army Corps of Engineers

SFPUC: San Francisco Public Utility Commission

DEC-N1: Program Design & Engineering Consultant, Northern Segment

DEC-S1: Program Design & Engineering Consultant, Southern Segment

DEC-01, 02, 03 etc.: Project Design & Engineering Consultant (Multiple Contracts)

NEPA: National Environmental Policy Act

PDT: Project Delivery Team, combination of Port staff and consultants for a specific project

IFR/EIS: Integrated Feasibility Report and Environmental Impact Statement

WRP Team: Combination of Port and PAC staff working on Waterfront Resilience Program

PMP: Program Management Plan

CEQA: California Environmental Quality Act

NEPA: National Environmental Policy Act

SHPO: State Historic Preservation Officer

USACE: United States Army Corps of Engineers

USACE 221 MOU: A memorandum of understanding allowing local sponsors to complete engineering and construction of a USACE recommended plan.

2. Overview of Program and Team

The Port of San Francisco's (Port) Waterfront Resilience Program (“WRP” or “Program”) is a dedicated Program within the Port that works to ensure that the waterfront, and its important regional and citywide assets, are resilient in the face of hazards such as earthquakes, flooding and sea level rise due to climate change, shoreline erosion, and other related risks. The WRP team is developing a Program of projects, plans and policies to improve seismic and flood safety along the Port's 7½ mile jurisdiction. Wherever possible, the WRP team is examining opportunities to enhance City infrastructure and services, increase the resilience of lifeline corridors along the waterfront, promote equitable access, enjoyment and use of the Port's public

waterfront, and include enhancements to habitat and the public realm along what is largely a human-made shoreline.

The WRP is developing high-level, programmatic estimates of the potential cost of implementing adaptation strategies across the entire waterfront over the next 20 years or more. At this time, staff is working with a placeholder, planning-level cost range of \$10-20 billion. This effort is expected to be one of San Francisco's largest public works efforts, requiring a combination of new coastal flood defenses and seismic strengthening and floodproofing of near-shore infrastructure owned and operated by multiple City agencies.

Key WRP leadership includes the following dedicated Port staff:

- WRP Program Director
- Program Deputy Director – Planning
- Program Deputy Director – Engineering & Project Delivery
- Program Deputy Director – Environmental
- Program Administrator

The WRP is supported by Port staff, City agency staff, and consultant contracts. The following professional services contracts are anticipated to support the Program in the next 5+ years:

- **Program Advisory Consultant (PAC):** Supports development and management of the entire Program including, environmental review and regulatory permitting, general planning and predesign, engineering and technical review, constructability and cost estimating review, communications, and other related services as described in this Appendix.
- **Program Design & Engineering Consultant, Northern Segment (DEC-N1):** Design and engineering support to advance concept design of the USACE Flood Study from Fisherman's Wharf to Mission Creek, complete detailed design of one or more projects within the segment, and provide design support during construction of those projects.
- **Program Design & Engineering Consultant, Southern Segment (DEC-S1):** Design and engineering support to advance concept design of the USACE Flood Study from Mission Creek to Pier 96, complete detailed design of one or more projects within the segment, and provide design support during construction of those projects.
- **Project Design & Engineering Consultant (Multiple Contracts) (DEC-01, 02, 03...):** Design and engineering support to complete concept design, detailed design, and design support during construction for specific projects under the Program. May also include environmental review and permitting services for the project.

3. Description of Services

The purpose of this contract is for Programmatic Support Services for delivery of the Waterfront Resilience Program capital improvements.

4. Task Orders

This Contract will be administered on a Task Order basis. Prior to the start of work on the Contract, the Port will establish a Contract Scope & Budget Forecast that includes basic task descriptions, budgets, and projected expenditure over the Contract term. Task Orders will be initiated by the Port using a task order request form. In response, Consultant shall prepare and submit a detailed Task Order Proposal to the Port for review and approval. Task Orders will typically be issued for Time & Materials with a Not to Exceed Amount. Task Order Proposals shall include detailed description of scope, assumptions, schedule, staff names with roles, and budget with labor and expense estimates by work detail. Work shall not begin until the Port and Consultant formally accept the task order and the Port issues a notice to proceed. As contract work is executed, the Port will update the Contract Scope & Budget Forecast to reflect approved task orders and modify the forecast for future contract work. Port decisions to request, approve, and modify Task Orders will consider the overall Contract Scope & Budget Forecast.

5. Overview of Tasks

Services provided by the PAC shall include, but are not limited to the following tasks. Tasks are divided into Primary Tasks (Tasks 1-4) and Supportive Tasks (Tasks 5-9). The Contract is expected to focus on the Primary Tasks and Supportive Tasks will be assigned as needed by the Port of San Francisco.

TASK 1: PROGRAM MANAGEMENT SERVICES

Subtask 1.01 Program Transition and Startup
Subtask 1.02 Program Administration & Delivery Support
Subtask 1.03 Strategic Program Planning and Advisement
Subtask 1.04 Knowledge Transfer and Training

TASK 2: ENVIRONMENTAL SUPPORT SERVICES

Subtask 2:01 Strategic Advice including agency relationships
Subtask 2.02 Support USACE to complete of NEPA EIS for Flood Study
Subtask 2.03 Complete Programmatic CEQA EIR with Project Level Clearance
Subtask 2.04 Complete Project CEQA clearance
Subtask 2.05 Regulatory permits and compliance for Projects
Subtask 2.06 Historic resources analysis, National Historic Preservation Act Section 106 compliance

TASK 3: USACE SUPPORT SERVICES

Subtask 3.01 Strategic advice and relationship management
Subtask 3.02 Support to complete the Feasibility Report leading to the Chief's Report and Congressional Authorization in 2026 WRDA.
Subtask 3.03 Assist the Port in executing work under a Section 221 In-Kind MOU allowing the Port to advance design and construction of the Recommended Plan.
Subtask 3.04 Develop procedures for the Port to execute Design and Construction of the USACE Recommended Plan under multiple contracts and receive in-kind credit toward local match.
Subtask 3.05 Assist in development of a Design Agreement and/or Project Partnership Agreement with USACE.

TASK 4: PLANNING, DESIGN & ENGINEERING TECHNICAL SERVICES

- Subtask 4.01 Planning and Design Program Guidance and Standards
- Subtask 4.02 Technical Subject Matter Expertise
- Subtask 4.03 Project Planning and Pre-Design Services
- Subtask 4.04 Project Design and Engineering Technical Reviews
- Subtask 4.05 Cost Estimating
- Subtask 4.06 Program and Project Scheduling
- Subtask 4.07 Value Engineering
- Subtask 4.08 Constructability Assessments
- Subtask 4.09 Project Delivery Considerations
- Subtask 4.10 Interior Drainage and Groundwater Assessment & Strategies
- Subtask 4.11 Engineering with Nature
- Subtask 4.12 Utility Systems Coordination, Opportunities, and Improvement Strategies
- Subtask 4.13 Environmental Assessment, Investigations and Remedial Actions

TASK 5: COMMUNICATIONS SERVICES

- Subtask 5.01 Marketing and Advertising
- Subtask 5.02 Strategic Communications and Public Relations
- Subtask 5.03 Public Outreach and Project Engagement
- Subtask 5.04 Educational Program and Curriculum Development Services
- Subtask 5.05 Digital Engagement
- Subtask 5.06 Photography, Video, and Recording
- Subtask 5.07 Graphic Design
- Subtask 5.08 Collateral Production and Distribution
- Subtask 5.09 Translation and Interpretive and the Americans with Disabilities Act Standards

TASK 6: FINANCE & LEGISLATIVE SUPPORT SERVICES

- Subtask 6:01 Federal legislation and advocacy
- Subtask 6.02 State legislation advocacy
- Subtask 6.03 Federal, state and private grants
- Subtask 6.04 WRP Program Funding Strategy

TASK 7: WORKFORCE DEVELOPMENT & SMALL BUSINESS SUPPORT SERVICES

- Subtask 7:01 Workforce Development
- Subtask 7.02 Small Business Support Services

TASK 8: REAL ESTATE & DEVELOPMENT SUPPORT SERVICES

- LERRDS obligations for federal project
- Leasing and development strategic advice
- Lease obligations for coastal flood defense systems
- Modifications of existing leases

TASK 9: MARITIME SUPPORT SERVICES

- Vessel relocations
- Harbor and maritime facility planning

- Maritime related business strategies related to WRP capital improvements

The Consultant will work under the direction of the WRP Program Director or their designee.

6. Detailed Description of Tasks

DETAILED DESCRIPTION OF TASKS

The following is a detailed description of the tasks required to complete the assignment.

Key Terms:

- Waterfront Resilience Program (WRP)
- Program Advisory Consultant (PAC)
- WRP Program Team: Port and PAC staff together
- Port WRP Program Director: Port Staff lead of WRP Program Team; Team-level decision-maker.
- WRP Leadership: Port Executive Director, Assistant Director, and Deputy Directors

TASK 1: PROGRAM MANAGEMENT SERVICES

The Waterfront Resilience Program (WRP) will be administered by the Port with support from the Program Advisory Consultant (PAC). Both Port and PAC staff will form the WRP Team (Program Team). Port staff will retain overall responsibility for the WRP and all work will be executed under the direction of the Port WRP Program Director and Port staff.

Under this task, the Program Advisory Consultant (PAC) shall provide specialized services to assist the Port to further develop, manage, and administer the WRP to achieve exceptional outcomes for the Port and City.

Subtask 1.01 Program Transition and Startup

This subtask includes all work to transition the WRP from the current program consultant to the new Program Advisory Consultant (PAC) and to fully standup the revised program and team. This transition should take no longer than 6-months after Notice To Proceed (NTP) including a 1-month consultant overlap transition period, a 3-month period to develop updated program management plan and procedures, and a 2-month rollout period for training and refinement. PAC key staff (including subconsultants) shall be onsite for this period, working from a local office and at the Port's office as needed. The PAC's local office shall be capable of facilitating workshops and meetings in-person and with hybrid capability. The Program Team shall be fully functional and integrated by the end of this period. This is a probational period where the Port may seek to replace PAC team staff and subconsultants.

Subtask 1.02 Program Administration & Delivery Support

This subtask includes work to help administer and deliver the Program including, but not limited to:

- Program Contract Management
- Program Management Plan
- Program Guidance and Procedures
- Document Management

- Quality Management
- Program Safety
- Risk Management
- Diversity, Equity and Inclusion Support
- Climate Action Plan Support
- Project Management Support
- Scoping of Program and Project Activities to be Delivered by Others
- Program Budget Development and Management, including tools
- Program Audit Compliance
- Program Schedule Development and Management including tools
- Change Management
- Project Reporting, Monthly, Quarterly, and Yearly
- Web Based Project Dashboard

Program Contract Management: Track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PAC team. Task participation, work scope development, and hours (by individual) must also be tracked. The PAC Contract Manager will act as the WRP Program Director's assistant on administrative tasks and assist with preparing reports, such as quarterly contract reports, grant reports, and securing required resources.

Program Management Plan: Work together with WRP leadership to develop an updated Program Management Plan (PMP) for the entire program. The current PMP will be made available to the highest ranked consultant during contract negotiations. The intention is to move from the current PMP to a more comprehensive PMP that supports the growth and trajectory of the Program and includes all aspects of the Program. The updated PMP shall be completed within the transition and startup period. After the PMP is fully updated, it shall be continually refined as needed over the duration of the Contract.

Program Guidance and Procedures: Assist in developing a complete manual of guidelines and procedures for management, planning, design, and construction of the program. Include training in the procedures for program staff. Review yearly and update as necessary. Include a mechanism to seek feedback for consideration in updates.

Document Management: Assist in updated document management procedures and administering document management within the Program. The WRP Program Team currently uses MicroSoft SharePoint system for managing documents and Autodesk Construction Cloud for managing CAD files. Coordinate with PORT to incorporate the document retention policy requirements when setting up the filing systems that will be used by all WRP project managers, project engineers, and staff (including other contractors). Include the ability to control access to documents. The PAC will supply a document control specialist for the duration of the contract to oversee and ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring PORT maintains custody of all critical hard copies. Documentation indexes will be organized, and each document shall be assigned a tracking number.

Quality Management: The PAC will update and refine the existing WRP Quality Management Plan defining quality standards using industry best practices to ensure consistency across all program-level work. The Quality Management Plan will include refined procedures and checklists that PAC shall follow to provide high-quality deliverables for all phases of project delivery. The PAC shall perform Quality Assurance (QA) services on their deliverables and will document the reviews performed as per procedures using appropriate quality control (QC) checklists. The Quality Management Plan shall 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 Port and partner Agencies. This will govern all deliverables produced by the Program.

Program Safety: The PAC, working with Port staff, will evaluate existing Health and Safety Plans for the WRP and support any refinements needed together with any appropriate training/compliance reporting. Existing Health and Safety Plans will be made available prior to negotiating a task order specific to this work. In addition, the following may be addressed in a health and safety plan or other structure:

- 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 on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training on accident prevention methods and the elimination of unsafe acts and working conditions.
- Be familiar with relevant safety and health legislation that affects the types of Construction work being carried out.
- Review contractors' proposed methods and safeguards for conformance with special provisions, standards, laws, etc.
- Work with contractors to familiarize them with applicable safety standards, ordinances, laws, and practices.

Risk Management: PAC will support the development and implementation of a risk management plan to manage WRP risks. PAC will review and refine program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PAC will identify program risks and develop mitigation strategies.

Develop, review and/or refine WRP and project level risk management plans for the preparation and maintenance of a risk register for WRP, identifying all programmatic and project-related risks (e.g., schedule, cost, escalation, market conditions) associated with the Program, the mitigating strategies, the likelihood of failure, and cost of each level of risk.

Develop and implement the process and tools for the identification of program and project risks and opportunities. Each project will be evaluated for specific risks and opportunities (equipment

delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.). A risk register will be developed for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation.

Diversity, Equity and Inclusion Support: Develop WRP specific DEI guidance that is consistent with the Port's DEI goals and policies, including the Racial Equity Action Plan. Center DEI in the development and administration of the WRP including decision making efforts at the program and project levels. These efforts shall not discriminate against or grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin.

Climate Action Plan Support: Develop WRP specific guidance consistent with San Francisco's Climate Action Plan including developing guidance and standards for infrastructure projects modeled on publications such as the United Nations Environment Program International Good Practice Principles for Sustainable Infrastructure.

Project Management Support: Support the Port in managing Projects within the Program including assistance managing scope, schedule, budget, communications, administration, and reporting.

Scoping of Program and Project Activities to be Delivered by Others: Support the Port in developing scopes of work for program and project level activities. This may also include reviewing proposals from other agencies and consultants. Where the PAC is providing services, Port WRP staff shall request work tasks, prepare initial general scope and budget estimates, negotiate scope and budget, and recommend a final proposal for approval to the Port WRP Director or designee. Budgets developed for work carried out under a Section 221 MOU with USACE may include analysis of consistency with the federal government's estimate of costs to conduct planned work or cost estimates for betterments proposed by the City but not included in the USACE Recommended Plan.

Program Budget Forecasting and Expenditure Tracking: Support the Port by developing budget forecasting and tracking tool for the WRP that includes all program expenditures such as Port staff, consultant contracts, construction contracts, other agency agreements, etc. The tool shall be used for the Program and all Projects under the Program. Assist the Port WRP Program Administrator to manage tracking and reporting.

Program Audit Compliance: Prepare the Port for routine Program audits and compliance with audit records requests.

Program Schedule Development and Management, including tools: Support the Port by developing and helping administer a schedule tool for the WRP that includes all program activities and milestones. The tool shall be used for the WRP and all Projects under the WRP and be capable of tracking resources and developing graphics for reporting. The PAC shall provide a lead scheduler for the duration of the contract.

Change Management: Assist WRP staff to develop and implement change management procedures for scope, cost and schedule. Include specifics in program reporting including trend analysis.

Project Reporting, monthly, quarterly, and yearly: Assist WRP staff to create progress reports for the WRP including monthly, quarterly, and yearly reports that may be used for reporting to Port and City leadership. Include executive summary presentations for quarterly and yearly reporting and for specific reporting such as City General Obligation Bond Oversight Committee, City Capital Planning Committee, Port Commission, and SF Board of Supervisors.

Web based project dashboard: Develop a web-based program and project management system with a dashboard displaying key project information. This system will be used by Program leadership and Project managers to have access to critical information.

Subtask 1.03 Strategic Program Planning and Advisement

Work under this subtask is to provide strategic advice to help guide and deliver the WRP including assisting Port leadership to set and manage a strategic course for overall success. Services may include:

- Review and help refine WRP Program Mission, Goals and Objectives including strategic goals for the program. Assist Port leadership with analysis of governance options for the WRP over time. Seek alignment with the Port and partner agency goals that can be incorporated into the Port's strategic plan.
- Prepare analysis of factors that inhibit effective Program delivery and develop recommendations to address these issues.
- Develop strategies to align the WRP to reduce ongoing Port capital improvement needs.
- Develop Program strategies and leveraging opportunities to increase Port revenue
- Develop strategies to deliver the WRP efficiently and effectively while minimizing disruption to the Port organization, tenants, and our stakeholders.
- Develop strategies to enhance the Port's reputation as a public enterprise agency of the City and County of San Francisco through transparent and effective development and delivery of the WRP.
- Provide strategic advice to assist the Port in improving stakeholder relationships through development and delivery of the WRP.

Subtask 1.04 Knowledge Transfer and Training

Work under this subtask is to educate and train Port and City staff in the work of the Waterfront Resilience Program. This will include training sessions and presentations, such as presentations during lunch hour (Lunch & Learn), on a variety of topics pertinent to the WRP. Anticipate monthly lunch & learn presentations for a broad audience and five full day training sessions for technical audience on topics such as program/project management for public infrastructure, design and engineering of waterfront structures for earthquakes and climate change, planning & design of urban coastal flood defense systems including nature based features, latest science and guidance updates related to sea level rise & climate change planning for coastal communities, and stormwater & groundwater management strategies in a changing climate.

TASK 2: ENVIRONMENTAL REVIEW AND REGULATORY PERMITTING SERVICES

This primary task is intended to provide environmental and regulatory permitting support services for the WRP including programmatic level and project specific support services. The Port may also rely on other contracts to provide project specific environmental review and regulatory permit services. San Francisco's Bayfront is a highly regulated environment with numerous agencies and unique regulations that must be considered during planning, design, and construction of waterfront infrastructure programs and projects. While the Port has successfully implemented many projects in the last several decades, WRP improvements will be on a much larger scale and with very high regulatory complexity. Additionally, many regulations were developed prior to knowledge of climate change and sea level rise and agencies are beginning to consider updates that may have major implications for the WRP. To be successful, the WRP requires expert knowledge and understanding of this unique regulatory environment including the current regulations, potential regulatory changes including the processes for change, good relationships with agencies and trust of agency staff, the ability to effectively collaborate during planning and design development stages of projects, and demonstrated success in assisting local agencies to deliver waterfront projects effectively, efficiently and timely. This may include helping to develop studies and pilot projects that will support regulatory approvals of projects, such as the WRP Living Seawall Pilot currently underway.

Environmental Review Services

Under the direction of the Port of San Francisco and San Francisco Planning Department, completing programmatic environmental review in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) that are associated with the USACE Plan and other Waterfront Resilience Program (WRP) projects. This would include project-level analysis for construction of Early Projects that are part of the Plan (Downtown Coastal Resilience, South Beach Coastal Resilience), and completing project-level CEQA and NEPA analysis for separate discrete projects that are not part of the USACE Plan (for example, Wharf J9 Replacement).

The San Francisco Planning Department's Environmental Planning Division (EP) is the lead CEQA agency for the City of San Francisco, and details of the CEQA environmental review will be directed by EP. All activities and documentation required under the CEQA review process will be conducted in accordance with the Planning Department's Environmental Review Guidelines (available at Planning Department's [Environmental Review Resources | SF Planning](#)) and current Planning Department practice and/or updates.

Regulatory Permitting Services

Under the direction of the Port of San Francisco, providing regulatory permitting and compliance services (including compensatory mitigation services), in order to permit projects to be developed and implemented. Requested services may involve an entire program and/or project, several projects, part of a project, or program or project phase. Regulatory permitting interactions include but are not limited to the San Francisco Department of Public Health, U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, San Francisco Regional Water Quality

Control Board, National Marine Fisheries Service, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, the Bay Conservation and Development Commission, Bay Area Air Quality Management District, and the San Francisco Planning Department.

Requested services may also include developing CEQA, NEPA and permitting strategies and legislation in consultation with regulatory agencies to enable efficient environmental clearance and permitting while maintaining high environmental standards for project delivery.

The Port does not guarantee that any or all of the above-noted services will be required under the Contract. The above-noted categories of consultant support are to be used as a guide only and not an exhaustive list of all required environmental review and regulatory permitting services. Requested services may involve an entire programs and/or project, several projects, part of a project, or a project phase.

Subtask 2:01 Strategic Advice including agency relationships

The Port has a long history of working with regulatory agencies and maintaining good relationships. Planned WRP improvements may challenge existing policies and relationships. Assist the Port in developing strategies for environmental compliance and regulatory permits to meet project timelines and manage risk. This may include continuing the Resource Agency Working Group.

Subtask 2.02 Support USACE to complete NEPA EIS for Flood Study

USACE is leading preparation of the NEPA EIS for the Flood Study with support from the Port and our consultants. The draft EIS has been published and public comment response is in progress. Work under this task will continue to support USACE to finalize the EIS in late 2025 or early 2026. This task includes any additional NEPA analysis required to support project delivery for early implementation actions for the USACE Recommended Plan, construction including the Downtown Coastal Resilience Project and the South Beach Coastal Resilience Project.

Subtask 2.03 Complete Programmatic CEQA EIR with Project Level Clearance

This task includes completing programmatic environmental review in accordance with the California Environmental Quality Act (CEQA) on the USACE Plan including related Waterfront Resilience Program (WRP) projects. Related projects shall include project-level analysis sufficient for construction including the Downtown Coastal Resilience Project and the South Beach Coastal Resilience Project.

Subtask 2.04 Complete Project CEQA clearance

This subtask includes completing environmental review in accordance with the California Environmental Quality Act (CEQA) for WRP projects that are not part of the Draft Plan programmatic EIR. Projects include Wharf J9 Replacement, Pier 50 Earthquake Resilience, Earthquake Safety Projects, Geotechnical Explorations, and others that may be developed.

Subtask 2.05 Regulatory permits and compliance for Projects

This subtask includes assistance to develop and secure regulatory permits and related studies for upland, shoreline/intertidal, and in-water construction, including compliance. Specifics include:

- input during project development (pre-design, conceptual design, and detailed design) ;
- preparation of project or program-specific biological assessments, surveys and monitoring of migratory or other nesting birds according to agency protocols;
- evaluation of coastal, intertidal, and submerged aquatic vegetation, including quantity, condition, and other parameters for both native and non-native plants in landscaped and natural areas;
- assistance in submitting permit applications, responding to permit questions, securing permits, and developing compliance requirements for construction and post construction; and
- monitoring habitat and ecological conditions including wetland and coastal vegetation, bird presence/use of habitat, and identification of species and abundance of encrusting intertidal and subtidal invertebrate and algal species.

Subtask 2.06 Historic resources analysis and National Historic Preservation Act Section 106 compliance

This subtask includes cultural resource analysis and National Historic Preservation Act (NHPA) Section 106 consultation for the Flood Study. Services include meeting and consulting with formal consulting parties as part of the Section 106 process, revising and updating the Programmatic Agreement (PA) for Section 106 compliance among USACE, the California State Historic Preservation Officer (SHPO), and the Port of San Francisco, supporting consultation with State Historic Preservation Officer (SHPO), and research and analysis required to finalize the PA and associated CEQA and NEPA analysis. The draft PA is contained in Appendix D3.1 of the Draft EIS, which can be found at this link

https://www.swt.usace.army.mil/Portals/41/SFWCFS_DIFR_EIS_Appendix_D_Environmental_Cultural.pdf

TASK 3: USACE RELATED SUPPORT SERVICES

The Port is engaged with the United States Army Corps of Engineers (USACE) as the local sponsor to complete a General Investigation feasibility study of coastal flood risk across the Port's 7-1/2 miles of waterfront, USACE San Francisco Waterfront Coastal Flood Study (or Flood Study). The purpose of the Flood Study is to determine if there is a federal interest in executing a coastal flood risk reduction project. The Flood Study includes a thorough characterization of coastal flood risk, development of a range of project alternatives to reduce risk, evaluation of the alternatives and selection of a recommended project and completing NEPA environmental review. The Flood Study is led by USACE and executed by an integrated USACE Study Project Delivery Team (USACE PDT) consisting of USACE and Port staff. The Port has supplemented our staff by providing technical support through Port consultants as needed subject to USACE approval. The Flood Study reached the Draft Integrated Feasibility Report and EIS milestone in January 2024 with an anticipated final completion in 2026 and implementation of the Recommended Plan over the next several decades. Port staff seek specialized consultant support services to ensure that tasks completed in this endeavor are informed by USACE policy, guidance, regulation and standard of practice. This support extends

to both technical tasks and overall program strategy which should be informed by Federal processes for authorizing, appropriating and implementing civil works projects.

Subtasks under this general scope are expected to include:

Subtask 3.01 Strategic advice and relationship management

The Port anticipates continued communication and consultation with USACE at all 3 levels (Headquarters, Division and District) across multiple regions. The Port seeks support:

- understanding roles and decision authority within USACE;
- gaining insight into decision maker transitions;
- communicating Port objectives in a manner compatible with the USACE Civil Works mission;
- identifying strategic position and actions that aid in implementation of the Recommended Plan, such as use of Section 221, Section 204 or other policies and authorities.

Subtask 3.02 Support to complete the San Francisco Waterfront Coastal Flood Study, Integrated Feasibility Report and Environmental Impact Statement leading to the Chief's Report and Congressional Authorization in 2026 Water Resources Development Act (WRDA).

The USACE Project Delivery Team for the Feasibility Study is actively working to finalize the Integrated Feasibility Report. The Port seeks support responding to policy and technical review feedback expected to occur prior to completion of the Final Report in January 2026 and in preparation of the Chief's Report anticipated in July 2026. This may require technical expertise in the fields of economics, coastal engineering, civil engineering, geotechnical engineering, cost estimating, environmental, real estate or planning.

Subtask 3.03 Assist the Port in executing work under a Section 221 In-Kind MOU allowing the Port to advance design and construction of the Recommended Plan.

The Port expects to advance preconstruction engineering and design and/or construction of early implementation actions that are part of the Recommended Plan prior to Congressional Authorization or approved Design Agreement or Project Partnership Agreement. The will include:

- develop strategies for collaborative USACE review of scopes of work and milestone deliverables expected to improve the likelihood of an affirmative integral determination finding and ensure that deliverables meet USACE requirements and expectations;
- identify applicable USACE guidance documents and assist with development of scopes of work that are compliant with USACE procedures;
- guide development of required USACE documents such as the Design Documentation Report (DDR), Engineering Documentation Report (EDR), and Plans and Specifications (P&S) in accordance with Engineering Regulations;
- assist Port and USACE staff with development and administration of the Review Plan;

- as necessary, guide development of a General Reevaluation Report (GRR) or Limited Reevaluation Report (LRR) for project changes that require reformulation or major revisions to the Recommended Plan;
- provide technical assistance in development and review of scope and costs attributed to the Lands, Easements, Right of Ways, Relocations and Disposals (LERRDs) that will be required for construction, operation and maintenance of the Recommended Plan.

Subtask 3.04 Develop procedures for the Port to execute Design and Construction of the USACE Recommended Plan under multiple contracts and receive in-kind credit toward local match.

An affirmative integral determination finding is critical to receiving credit for work-in-kind efforts that advance design and construction of the Recommended Plan. Due to the complex nature of work-in-kind being performed under multiple consultant contracts, the Port seeks support:

- developing an efficient and actionable procedure for tracking, reviewing and documenting work planned and performed by the Port and consultants;
- streamlining review by USACE staff to arrive at a timely integral determination finding;
- planning and programming preconstruction engineering and design efforts at various stages of the design and construction process; and
- support federal audits of work conducted by the Port.

Subtask 3.05 Assist in development of a Design Agreement and/or Project Partnership Agreement with USACE.

Upon completion of the Chief's Report, the Port expects to enter negotiations with USACE for either a Design Agreement (DA) or Project Partnership Agreement (PPA). The Port seeks support based upon prior experience preparing and negotiating such agreements on behalf of either USACE or a Non-Federal Sponsor.

TASK 4: PLANNING, DESIGN & ENGINEERING TECHNICAL SERVICES

Assist the Port by providing planning, design and engineering, cost estimating and scheduling, and constructability technical services at a program level. These services are intended to deliver the WRP in an efficient, cost-effective manner with consistency and quality of project development and implementation across program.

Subtask 4.01 Planning and Design Program Guidance and Standards

This subtask includes further development and refinement of technical guidance and standards for the WRP that are needed to carry out the Program efficiently. Areas are expected to include:

- Land and bathymetric surveying
- Condition surveys and assessments
- Geotechnical explorations
- Earthquake and flood performance objectives
- Engineering with nature performance objectives
- Climate action plan performance objectives
- Lifecycle considerations and objectives

- Pre-design, detailed design, and design during construction standards and technical requirements

Subtask 4.02 Technical Subject Matter Expertise

This subtask includes technical subject matter expertise to advise the WRP in the specialty areas listed below. The PAC shall assign a key staff person to function as the lead Subject Matter Expert (SME) in each of these areas and supplement the SME with additional technical staff as needed to provide capacity and additional specialized knowledge and experience. SME's will function as key program advisors to the Port, are subject to approval by the Port, and shall not be substituted without consent of the Port. An individual may function as an SME in more than 1 subject area provided that person is qualified and available. A list of additional support staff in each subject area shall be presented to the Port for approval and updated quarterly.

- *Geotechnical engineering*: exploration programs, subsurface characterization, earthquake hazard development, soil/structure analysis techniques, geotechnical design parameters and sensitivity considerations, ground improvement and liquefaction mitigation design and construction considerations, pile and deep foundation systems design & construction considerations.
- *Coastal engineering*: analysis and design of coastal flood defenses, San Francisco Bay dynamics, overtopping analysis, wave and tide combinations, flood design standards including FEMA and USACE.
- *Marine structural engineering*: Analysis, design and construction of marine structures in high seismic areas including seawalls, filled bulkheads, wharves and piers including public access and supporting public buildings, familiarity design for San Francisco Bay conditions.
- *Civil engineering*: Surveying techniques and standards, analysis and design of urban streets, grading and drainage infrastructure, utility systems, right of way and easements, San Francisco public works and subdivision standards, street and infrastructure acceptance by agencies, considerations for liability, operations, maintenance, repairs and replacements
- *Stormwater and combined sewer system engineering*: Planning and design of stormwater and combined sewer systems, green infrastructure, regulations including San Francisco region for MS4 and CSS areas
- *Urban design*: Design, construction, operations and maintenance of waterfront public spaces, parks, streets, softscape, hardscape, furnishings, character and use.
- *Engineering with Nature*: Design, construction, operations and maintenance of natural and nature-based features for coastal flood defenses, waterfront structures, and interior drainage for urban and semi-urban settings including maritime activity
- *USACE Planning*: This SME may be the same individual as USACE Engineering SME if qualified. Expertise in USACE planning policy, standards, process and procedures for USACE led planning efforts and studies.
- *USACE Engineering*: This SME may be the same individual as USACE Planning SME if qualified. Expertise in USACE engineering policy, standards, process and procedures for design and construction of USACE led projects.
- *Cost estimating*: construction cost estimates, life cycle cost estimates, waterfront and urban infrastructure specific knowledge and expertise. This SME may be the same individual as Constructability SME.

- *Constructability*: construction logistics, equipment, technologies, materials, labor, local/regional/national/international experience, production rates, staging requirements, temporary measures, waterfront and urban infrastructure knowledge and expertise. This SME may be the same individual as Cost Estimating SME.

Subtask 4.03 Project Planning and Pre-Design Services

This subtask includes project level planning and pre-design services for projects chosen to advance within the WRP. Planning services include assistance to identify potential projects, define project intent, and complete initial studies and surveys. Project pre-design services include completing Needs Assessment Reports, Alternatives Analysis Reports, and Conceptual Design Reports.

Subtask 4.04 Project Design and Engineering Technical Reviews

This subtask includes technical reviews of project development submittals completed by others including:

- Initial Studies (Planning Reports, Surveys, Assessments)
- Pre-Design Reports (Needs Assessment, Alternatives Analysis, Conceptual Engineering)
- Detailed Design Submittals (35%, 65%, 95%, 100%)

Work of Others: City acknowledges that the Architect/Engineer of Record remains solely responsible for the contents of the design drawings and design and construction documents.

Subtask 4.05 Cost Estimating

This subtask includes work to manage quality and accuracy of construction and lifecycle cost estimating across the WRP including:

- Updating program cost estimating procedure
- Managing a program reference library for cost data (estimates, bids, and final costs from other projects, unit rates, labor rates, equipment rates, escalation, market conditions)
- Serving as the expert for cost estimating within the WRP including providing training.
- Review of construction and lifecycle cost estimates developed by others for tasks and projects within the WRP.
- Independent construction and lifecycle cost estimating.

Because the final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors, project feasibility, benefit/cost ratios, risks, and funding needs must be carefully reviewed prior to making specific financial decisions or establishing project budgets to help ensure proper project evaluation and adequate funding.

Subtask 4.06 Program and Project Scheduling

This subtask includes work to develop and manage schedules across the WRP including:

- Updating the WRP schedule procedure and tools

- Managing a WRP reference library for design and construction schedules
- Serving as the WRP expert for scheduling including providing training.
- Developing and managing an overall Program schedule with all activities and projects
- Review of design and construction schedules developed by others for tasks and projects within the WRP.
- Developing independent schedules

Subtask 4.07 Value Engineering

This subtask includes work to manage and implement value engineering (VE) procedures for design of capital improvements across the WRP including:

- Develop a WRP Value Engineering Procedure and update as required
- Conduct facilitated value engineering workshops during the design phase of projects, typically at the 65% design milestone, possibly earlier pending the needs of an individual Project. Workshops to include a facilitator, the project design team, and technical experts from the PAS, Port, and relevant agencies that will accept infrastructure. Workshops shall be in person, include preparation materials, workshop materials, and be fully documented with a report and summary presentation.
- Track VE recommendations across the WRP and include summary in quarterly and yearly reporting. Update WRP guidance and procedures as a result of VE learnings.

Subtask 4.08 Constructability Assessments

This subtask includes work to develop constructability assessments for during planning, pre-design, and detailed design.

The Architect is not a third party beneficiary of Contractors' work described herein and the Architect/Engineer of Record remains solely responsible for the contents of the design drawings and design and construction documents.

Subtask 4.09 Project Delivery Considerations

This subtask includes assist in developing and assessing project delivery strategies and options including standard and alternative delivery methods. Funding sources shall be fully considered.

Subtask 4.10 Interior Drainage and Groundwater Assessment & Strategies

Interior drainage systems and groundwater will be impacted by sea level rise, implementation of coastal flood defenses, and changes to intensity and durations of rainfall due to climate change. This subtask includes assistance to assess risks, explore opportunities, develop and assess solution strategies, and develop programmatic level design concepts and standards. Work may include:

- Update the urban watershed characterization of North Shore, Channel, and Islais Creek watersheds in consultation with SFPUC and SFPW.
- Develop levels of service goals and standards considering combined flood risk with climate change forecasts.

- Drainage system modeling refinement and analysis strategies including dynamic tailwater, rainfall intensity and duration, combined sewer system storage levels, and ground saturation, and groundwater levels. SFPUC and SFPW manage and run the main hydraulic model for the combined sewer system. Technical support will help determine refinements, model run characteristics, assessing outputs, and testing solution strategies.
- Opportunities analysis of gray and green solutions for managing interior drainage including combined sewer system and MS4 areas, surface flow, infiltration, natural release points, pumping and detention.
- Development and evaluation of strategies to manage interior drainage and groundwater
 - Development of conceptual design solutions, programs, and/or policies to manage interior drainage and groundwater.
 - Technical assistance to other Design Teams that will advance concept design and implementation.

Subtask 4.11 Engineering with Nature

The WRP intends to utilize Engineering with Nature (EWN) approaches to help achieve flood safety in an adaptive manner in viable locations across the waterfront. EWN is the intentional alignment of natural and engineering processes to deliver economic, environmental, and social benefits efficiently and sustainably through collaboration. Natural and Nature Based Features (NNBFs) refer to the use of landscape features to achieve flood risk management (FRM) benefits. NNBFs may also provide other economic, environmental, and social benefits often referred to as NNBF co-benefits. These landscape features may be natural (created by natural processes), or nature based (created by a combination of natural processes and human engineering). Landscape features can be used alone, in combination with each other, and in combination with conventional engineering measures, such as levees, floodwalls, and other structures. NNBFs are an integral part of the Flood Risk Management features defined in the USACE SF Waterfront Flood Study Draft Plan (see Appendix I of the Draft Flood Study, https://www.swt.usace.army.mil/Portals/41/SFWCFS_DIFR_EIS_Appendix%20I%20EWN%20and%20Sub-Appendices_I_1%20and%20I_2%20EWN%20Framework%20and%20Working%20Group.pdf).

The Port intends to establish an Engineering With Nature Working Group consisting of leading experts in the San Francisco Bay Area to advance the consideration of EWN features.

Work under this subtask is expected to include:

- Under direction of WRP Environmental Manager, assist the Port in convening an Engineering With Nature Working Group to advance consideration of EWN features across the Port's waterfront. The EWN Working Group will be established by the Port and include a diverse group of experts with San Francisco Bay experience.
- WRP leadership and expertise: Keeping up to date with EWN research and regional projects that are relevant for the WRP, establishing a research library, providing WRP learning opportunities, and reporting bi-annually on relevant findings and state of the art.

- Assistance to evaluate EWN features proposed by the Working Group or Project Design Teams for implementation in the WRP including verification of performance, benefits, constructability, life cycle considerations and cost.
- Assist the Port in developing partnerships with researchers and institutions that are advancing the state of knowledge, and in seeking and securing grant funds to execute pilot projects and studies that will advance the state of knowledge and lead to implementation successes for the WRP.

If Contractor is called upon to review submittals from construction contractors, Contractor shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Unless agreed to in a specific CSO/Task Order, review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor(s) or others, all of which remain the responsibility of the Construction Contractor or others. The Contractor's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures.

Subtask 4.12 Utility Systems Coordination, Opportunities, and Improvement Strategies

Provide technical support to coordinate utility system standards, explore opportunities, develop improvement strategies, and develop design and acceptance procedures Program wide across multiple agencies. Resilience improvements will disrupt existing utility systems and provide opportunities to improve the systems including SFPUC Water, SFPUC Emergency Fire Water System, SFPUC Combined Sewer System, SFPUC Power, PG&E electrical and gas, and numerous telecom systems. Agency standards are sometimes out of date or conflict with other agency standards and/or objectives of the Port WRP. Agencies may be advancing improvement programs with already identified plans and projects in the WRP program area, may have improvements areas on a list for future consideration, may have identified risks but not improvement strategies, or may not be considering any types of improvements or projects in the WRP area. Utility systems function across different program areas and beyond the WRP area. Agencies may require staff or their own consultant's involvement in Program planning, design and construction. PAC shall be capable of providing coordination and technical support services at all levels as required.

Please note that some information and documentation that the Port/City expects to share related to this subtask may be of a highly sensitive nature and require approved control measures and cybersecurity review.

Subtask 4.13 Environmental Assessment, Investigations and Remedial Actions

Environmental Investigation and Remedial Action Planning and Design Services

Under the direction of the Port of San Francisco and subject to oversight from relevant oversight agencies including the Department of Public Health, U.S. Environmental Protection Agency, California Department of Toxic Substances Control and the San Francisco Bay Regional Water Quality Control Board, complete required environmental assessment, site investigation and

remedial action planning associated with the USACE Plan and other Waterfront Resilience Program (WRP) projects.

Unless Contractor or its, subconsultants, agents or invitees Exacerbate a Hazardous Material Condition at the Project Site, Contractor will not be obligated to Remediate any Hazardous Material Condition: (i) caused solely by City, Port, or their agents during the term of the Contract; or (ii) arising before the Effective Date.

For purposes of this Agreement:

"Environmental Laws" means any Laws relating to Hazardous Material (including its Handling, Release, or Remediation) or to human health and safety, industrial hygiene, or environmental conditions in the environment, including structures, soil, air, bay water, and groundwater, and any environmental mitigation measure adopted under Environmental Laws affecting any portion of the Project Site . Environmental Laws include the Risk Management Plan, Mission Bay Area, San Francisco, California as approved by the Regional Board on May 11, 1999, as amended and as interpreted by Regulatory Agencies with jurisdiction ("RMP"), deed restrictions recorded against the Premises and the Site Mitigation Plan approved by the San Francisco Department of Health, all as presently in effect or as further amended during the Term of this Agreement. Environmental Laws also include the Muni Metro East Light Rail Vehicle Maintenance and Operations Facility San Francisco Municipal Railway Risk Management Plan/Site Management Plan ("Muni RMP/SMP") as approved by the Regional Board on May 2, 2000, as amended and interpreted by Regulatory Agencies with jurisdiction and the restrictions set forth in the Covenant and Environmental Restriction on Property recorded on January 11, 2001, in the Official Records, all as presently in effect or as further amended during the Term of this Agreement. Environmental Laws include the restrictions set forth in the Covenant and Environmental Restriction on Property recorded on April 30, 2002, in the Official Records, all as presently in effect or as further amended during the Term of this Agreement.

"Exacerbate" or "Exacerbating" when used with respect to Hazardous Materials means any act or omission that increases the quantity or concentration of Hazardous Materials in the affected area, causes the increased migration of a plume of Hazardous Materials in soil, groundwater, or bay water, causes a Release of Hazardous Materials that had been contained until the act or omission, or otherwise requires Investigation or Remediation that would not have been required but for the act or omission. Exacerbate also includes the disturbance, removal or generation of Hazardous Materials in the course of Contractor's operations or Investigations under this Agreement. "Exacerbation" has a correlating meaning.

"Hazardous Material" means any substance, waste, or material that is now or in the future designated by any Regulatory Agency to be capable of posing a present or potential risk of injury to human health or safety, the environment, or property. This definition includes anything designated or defined in any Environmental Law as hazardous, hazardous substance, hazardous waste, toxic, pollutant, or contaminant; any asbestos, ACMs, and PACMs, whether or not part of the structure of any existing Improvements on the Project Site, any Improvements to be constructed on the Project Site by or on behalf of Contractor, or occurring in nature; and other naturally-occurring substances such as petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

"Hazardous Material Condition" means the presence, Release, or threatened Release of Hazardous Materials in, on, or about the Project Site, other Port property, or the environment, or from any vehicles or vessels Contractor, or its Agents and Invitees uses during the Term of the Agreement.

"Regulatory Agency" means the municipal, county, regional, state, or federal government and their bureaus, agencies, departments, divisions, courts, commissions, boards, officers, commissioners, or other officials, including BCDC, any Environmental Regulatory Agency, Port (in its regulatory capacity), other departments, offices, and commissions of the City and County of San Francisco (each in its regulatory capacity), Port's Chief Harbor Engineer, the Dredged Material Management Office, the State Lands Commission, the Army Corps of Engineers, the United States Department of Labor, the United States Department of Transportation, or any other governmental agency now or later having jurisdiction over Port property.

"Release" when used with respect to Hazardous Materials means any actual or imminent spilling, introduction, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises, any other part of the Facility, other Port property, or the environment.

"Remediate" or "Remediation" when used with respect to Hazardous Materials means to clean up, abate, contain, treat, stabilize, monitor, remediate, remedy, remove, or otherwise control Hazardous Materials, or to restore the affected area to the standard required by the applicable Environmental Regulatory Agency in accordance with applicable Environmental Laws and any additional Port requirements. "Remediation" also includes the creation of a remedial work plan to be approved by the appropriate Environmental Regulatory Agency when required.

Environmental Assessment and Investigation

This subtask includes conducting Phase 1 and Phase 2 environmental assessments and sediment sampling under procedures scoped by the Port (such as ASTM E 1903-11 or other USACE compliant procedures). Specifics include:

- research and evaluate historical documents, agency records, aerial photographs, Sanborn maps and other resources to determine historical land uses, operations, and site contamination sources.
- plan and implement environmental site investigation consistent including:
 - site sampling of environmental media (soil, sediment, groundwater, soil gas, stormwater, air);
 - performing physical and chemical laboratory analysis to characterize environmental conditions;
 - delineating nature and extent of environmental impacts; and
 - determining proper management of environmental media and waste handling, storage, treatment, and disposal procedures.
- plan sediment sampling and analysis, collect samples, and obtain physical, chemical, and biological analysis to support dredge material characterization and suitability determination for disposal and beneficial re-use.

- perform environmental, human health and ecological risk assessments.
- **HAZARDOUS MATERIALS:** Unless Exacerbated by Contractor and its subconsultants, Contractor and its subconsultants are not responsible for the for injuries resulting from changes which it directs against Contractor's recommendations

Feasibility Analysis

This subtask includes conducting remedial feasibility analysis under regulatory agency oversight to develop a remedial action plan and, if required, a risk management plan including post-construction controls for environmental protection and conditions.

Groundwater Risk Assessment

This subtask includes conducting risk assessment and alternatives analysis related to mobilization of contaminants due to groundwater rise induced by sea level rise at sites with existing contamination including sites with contamination managed in place under regulatory oversight.

The Contractor shall not have control over or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors since these are solely the Construction Contractor's responsibility under contract for construction between City and Construction Contractor.

TASK 5: COMMUNICATIONS SERVICES

Support the WRP Communications Lead and Port Communications director in developing and managing communications strategies and materials for the WRP.

Subtask 5.01 Marketing and Advertising

The PAC shall plan, develop, and implement outreach, marketing and advertising campaigns with frequently overlapping implementation schedules, design campaign specific creative messaging, plan, purchase and execute traditional, non-traditional, and online media, track ongoing campaign progress, provide recommendations and report findings.

- Develop marketing campaign planning and implementation skills to achieve maximum impact from available resources;
- Using analysis of market research and client's program/goals: design successful creative and collateral for all media types (including but not limited to traditional, non-traditional, online and mobile);
- Provide photography, video production and graphic design support and services as required;
- Provide proficiency in multi-lingual outreach, including but not limited to culturally sensitive creative strategy and execution, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino;
- Develop media planning and negotiation skills to achieve maximum media impact from available resources/budget. Must be able to detail negotiations including but not limited to added value, Cost Per Thousand (CPM) calculations, etc.;
- Coordinate, place and purchase off-line media in traditional and non-traditional media vehicles including ethnic/in-language channels. Offline media vehicles include

but not limited to print, outdoor (both traditional and non-traditional), radio, and spot TV;

- Coordinate, purchase, and traffic, online media including but not limited to search engine marketing, ad words, display advertising (both standard and rich media), social media marketing, cross-platform ads (mobile device ads, tablet ads, portable display ads, etc.), email marketing, and in-language media;
- Serve and track all online media using third party ad serving technology (Double Click, Atlas Solutions, etc.). Consultant must be able to provide Tags for the Port of San Francisco websites and Port of San Francisco creative;
- Diligently manage frequently overlapping implementation schedules in multiple media channels;
- Provide detailed plans and campaign reports including but not limited to situational analysis, strengths, weakness, opportunities, threats, market segmentation analysis and targeting, positioning, creative, budget, marketing goals, strategies and timeline, implementation schedule, results, return on investment, metrics, all raw data and recommendations for future campaigns;
- Track all appropriate metrics including but not limited to impressions, reach & frequency, awareness and return on investment;
- Ensure on-going evaluation/analysis of tracked metrics and impacts in order to provide real-time feedback and recommendations to maximize media efficiency;
- Work in collaboration with outside partners, both of your choice and/or dictated by the Port of San Francisco.

Subtask 5.02 Strategic Communications and Public Relations

The PAC shall provide strategic communications and public relations, writing and editing support to the Port of San Francisco in-house staff.

- Provide public relations support to the Port of San Francisco as needed to generate positive local, regional, and national media attention surrounding the Waterfront Resilience Program in all media formats including television, print, web, social media, podcast, and radio. This can include but is not limited to producing and distributing press releases, organizing events, crisis communication, internal communications, organizing press conferences including securing locations, drafting speaker talking points and providing logistical support;
- Following the Port's brand standards, write and design culturally relevant project collateral materials, such as fact sheets, mailers, reports and presentation decks, and templates using maps, infographics, diagrams, renderings, illustrations and photographs;
- Provide culturally specific public relations support including but not limited to translation of press releases, connection to language specific press contacts, and culturally sensitive press events. At a minimum, Chinese, Spanish, and Filipino translation capabilities are required;
- Provide earned media tracking as requested by event and or for the brand as a whole;
- Assist the Port's in-house staff with writing and editing tasks using the brand voice;

- Assist Port in-house staff with drafting Op-Eds and working with them to publish content;
- Initiate and assist in implementing and promoting a variety of special events and sponsorships.
- Assist in establishing an advisory body such as a Community Advisory Committee

Subtask 5.03 Public Outreach and Project Engagement

The PAC shall conduct culturally relevant, multi-lingual, public outreach in languages commonly spoken in San Francisco (and in accordance with City policy) to motivate consumers to participate in and support the Waterfront Resilience Program. City policy typically requires Chinese, Spanish, and Filipino and, for a public meeting, any language spoken by 5% or more of the population.

- Design and deliver culturally specific (at a minimum, Chinese, Spanish, and Filipino) community presentation and trainings;
- Plan, coordinate, and facilitate community events and meetings, and represent and promote the Waterfront Resilience Program at public events;
- Develop presentations (e.g., PowerPoint) and presentation boards for community events and meetings;
- Organize, arrange venues, and provide logistical support for outreach meetings, inter- and intra-agency meetings, briefings, outreach at standing community events, tours and site visits, including transportation access, presentation set-up, sign-in, materials production, and other duties as assigned;
- Organize tours and welcome the public to engage in the Project;
- Identify key community stakeholders and foster community partnerships to promote Waterfront Resilience Program initiatives; maintain stakeholder contacts and correspondence; monitor, track and provide follow-up responses to constituent correspondence; manage stakeholder concerns about scheduling meetings, logistics, and notification protocol; update and maintain project stakeholder contact database, including constituents who are on- and offline; develop expanded stakeholder mailing lists for mailings and email blasts to reach a broad public audience;
- Record meeting minutes, transcribe audio visual recordings, develop meeting debriefs, and track meeting attendance through photography and other methods;
- Collect and report metrics from each outreach instance to provide the Port of San Francisco with real-time feedback and recommendations to maximize outreach efficiency and effectiveness.

Subtask 5.04 Educational Program and Curriculum Development Services

The PAC shall provide communication expertise, public education and stakeholder support to the Educational Program and Curriculum Development. The Educational Program and Curriculum Development is a task led by the San Francisco Unified School District (SFUSD) in collaboration with the Port of San Francisco and other educational specialists .

Public education, both in the classroom and in the public sphere, is complementary to civic engagement efforts.

- Design and deliver in-class educational engagement for K-12 and/or college students related to climate change, resilience, and adaptation.
- Work with teachers to develop engagements that further their specific educational work plan.
- Support and deliver stakeholder engagement activity, including but not limited to walking tours with schools, teachers' groups, workshops, and stakeholder meetings.

Experience with grant writing to secure additional resources to further this work would be an added benefit.

Subtask 5.05 Digital Engagement

The PAC shall conduct culturally relevant, multi-lingual, innovative engagement services in languages commonly spoken in San Francisco to motivate consumers to participate in and understand and learn about the importance of the Waterfront Resilience Program. In proposal submittals, respondents should demonstrate the ability to do the following:

- Create a Project social media plan, timeline, and copy and monitor the plan to track impressions, successes, and opportunities;
- Create website copy for internal City or external website team, and consistently provide updated copy;
- Create copy to support digital communications including web pages, e-newsletters, digital magazines, blogs, and social media;
- Create interactive digital files for digital communication tools.

Subtask 5.06 Photography, Video, and Recording

The PAC shall conduct photography, video, and recording services to motivate consumers to participate in, understand and learn about, and support the Waterfront Resilience Program.

- Develop and maintain a video, image, and historical image library for the Project;
- Produce promotional and educational videos which includes creating the overall concept of the video, scouting locations, securing videographer and post team, securing talent, writing scripts, staffing talent at shoots, reviewing footage and video drafts, and more;
- Develop a public dissemination plan for videos;
- Translate videos for non-English language speakers on request;
- Ensure video assets are compliant with Americans with Disabilities accessibility standards on request.

Subtask 5.07 Graphic Design

The PAC shall provide graphic design services. In proposal submittals, respondents should demonstrate their ability to do the following:

- Develop and help lay out content in established graphic design templates for slide decks, presentation boards, website, and other templates.
- Design and develop info-graphics that graphically convey complex technical information in simplified concepts to educate the public about conditions, needs, and solutions for the waterfront Resilience Program;

Subtask 5.08 Collateral Production and Distribution

The PAC shall provide collateral production services. In proposal submittals, respondents should demonstrate their ability to do the following:

- Print collateral in traditional formats, including but not limited to postcards, flyers, business cards, mailers, letters, posters, brochures, banners, door hangers, booklets, information packets, promotional materials, and tear-away pads;

Subtask 5.09 Translation and Interpretive and the Americans with Disabilities Act Standards

The PAC shall provide translation and interpretive services and the Americans with Disabilities Act standard services. In proposal submittals, respondents should demonstrate their ability to do the following:

- Translate materials at a minimum, in Chinese, Spanish, and Filipino; frequent need for Russian and Vietnamese is expected.
- Ensure communication assets are compliant with the Americans with Disabilities Act standards.

TASK 6: FINANCE & LEGISLATIVE SUPPORT SERVICES

This task will assist the Port in developing and executing finance and legislative efforts to support the WRP including:

- Federal and state budget and legislative advocacy
- Securing grants related to climate adaptation, hazardous materials investigation and remediation, and infrastructure improvements including water and transportation projects
- Assistance with state and federal historic tax credits
- Assistance with coalition building regionally and at the state and federal level through associations (port, climate adaptation, engineering, infrastructure), non-federal sponsors working with the U.S. Army Corps of Engineers (USACE), etc.
- Development of a funding strategy for the Waterfront Resilience Program
- Assistance with streamlining regulatory review and approval processes

Subtask 6:01 Federal legislation and advocacy

Work under this subtask includes:

- assistance with authorization of projects through the Water Resources Development Act (WRDA) and related WRDA advocacy, including project-specific appropriations through the Energy & Water Appropriations bill
- assistance with legislation and federal regulations (USACE, EPA, etc.) including but not limited to:
 - Section 221 of the Flood Control Act of 1970 (as amended)
 - Section 204 of WRDA 1986 (as amended)
 - EPA Water Infrastructure Finance and Innovation Act (WIFIA) and USACE Corps Water Infrastructure Financing Program (CWIFP)
 - Handling and treatment of hazardous, toxic and radioactive wastes related to USACE civil works projects
 - Regulatory approvals related to USACE civil works projects and local and resilience adaption projects, including approvals related to treatment of

historic resources and in-water construction work, including approvals from the State Historic Preservation Officer, National Marine Fisheries Service (NMFS), US Fish & Wildlife, (USFW) San Francisco Bay Conservation and Development Commission (BCDC) and the San Francisco Bay Regional Water Quality Control Board (RWQCB)

Subtask 6.02 State legislation advocacy

Work under this subtask includes:

- Assistance with the California budget process, including appropriations related to Proposition 4 and other climate adaptation and infrastructure related funding
- Assistance monitoring and engaging with state legislative efforts to promote efficient permitting of climate adaptation projects, including but not limited to the Assembly Select Committee on Permitting Reform
- Assistance with BCDC approval of a City and County subregional adaptation plan
- Assistance with legislation and state regulations including but not limited to approvals related to USACE civil works projects and local and resilience adaption projects, including approvals related to treatment of historic resources and in-water construction work, including approvals from the SHPO, BCDC, RWQCB and the California Department of Fish and Wildlife.

Subtask 6.03 Federal, state and private grants

Work under this subtask includes:

- Assistance scoping projects and developing grant applications for grants from a wide array of federal, state and private sources, including but not limited to grants for the following purposes and from the following sources
- assistance with grant management, including grant reporting and deliverables

Table Federal, State and Private Grants

Grant funding for:

Coastal resilience and infrastructure planning

Environmental investigation and remediation, including addressing effects of groundwater rise

Public education on climate resilience, with a focus on school age populations and historically underrepresented communities

Pilot projects related to resilience and engineering with nature

Capital funding for: parks, multi-modal transportation improvements, coastal resilience improvements and nonstructural flood resilience improvements for buildings and infrastructure, engineering with nature features, and historic preservation

Granting Agency	Example Grant Programs (not a complete list)
Federal Emergency Management Agency	Building Resilient Infrastructure and Communities (BRIC) and Hazard Mitigation Grant Programs

U.S. Department of Transportation (USDOT)	RAISE, PROTECT, Bridge Investment Program, Maritime Administration Port Infrastructure Development Program
U.S. Environmental Protection Agency	Office of Land and Emergency Management Grants, Stormwater and Natural Infrastructure Grants
Caltrans	Sustainable Transportation Planning Grant
California Coastal Conservancy	Urban adaptation (Proposition 4)
Governor's Office of Land Use and Climate Innovation	Integrated Climate Adaptation and Resiliency Program, Adaptation Planning Grant Program
Metropolitan Transportation Commission	RM3 Funding, State Transportation Improvement Program
San Francisco County Transportation Authority	Proposition L ½ Cent Sales Tax

Subtask 6.04 WRP Program Funding Strategy

Work under this subtask includes:

- development of a funding strategy for the Waterfront Resilience Program, in consultation with City finance leaders
- coordination with preconstruction, engineering and design teams working under other Waterfront Resilience Program contracts to develop detailed funding strategies for elements of specific projects to accompany needs reports and 10% conceptual design

TASK 7: WORKFORCE DEVELOPMENT AND SMALL BUSINESS SUPPORT SERVICES

To achieve its Local Hiring, workforce, and small business goals, the Port of San Francisco is conducting outreach to local residents and small businesses to participate on the Waterfront Resilience Program (WRP) Early Projects. This Workforce Development and Small Business Support Services Team (Team) will work within the WRP Advisory Services group to develop a program to achieve workforce and small business goals identified during the life of the project by Port staff.

Subtask 7:01 Workforce Development

The objective of this task is to fully implement and track the placement of residents in part-time and full-time jobs and careers during the entire lifecycle of the WRP Projects – design, construction, and operations.

Scopes of work may include:

- Strategy Development and Refinement
- Technical Training Identification
- Identification of union and employer-led training
- Workforce implementation and tracking
- Coordination with future policies and programs developed by the Port and City
- Hiring or hosting a minimum of two interns during the duration of the contract

- Classes and presentation on job opportunities in related industries

Subtask 7.02 Small Business Support Services

This task includes two key elements: 1) identify and solicit small businesses that have performed on previous Port and other San Francisco (SF) Capital Improvement Projects, other Bay Area capital projects and other projects with scope of services similar to WRP Projects; and 2) Develop a strategy to optimize maximum engagement of small businesses firms in the planning, design, engineering and construction of WRP Projects.

Scopes of work may include:

- Assessment of small business opportunities on early projects
- Small business participation goal setting and tracking
- Technical assistance, training, and education to remove barriers to bidding on future contracts by small businesses
- Develop and execute communications strategies to promote and highlight Early Project construction opportunities

TASK 8: REAL ESTATE & DEVELOPMENT SUPPORT SERVICES

Consultant shall provide real estate support services to assist the Port in developing and executing the Waterfront Resilience Program including the Flood Study. The Port is a public landlord managing a diverse set of waterfront commercial properties, infrastructure, and development projects through the Port's Real Estate and Development Division.

The Waterfront Resilience Program will impact current and future tenants, inform leasing strategies, and provide opportunities to invest in the Waterfront through private investment and planned development, repositioning Port property to better serve the changing needs of San Francisco and to increase and sustain Port revenue to manage Port assets.

USACE regulations related to Civil Works (civilian and non-military USACE) projects require the local (non-federal) sponsor to assemble the lands, easements and rights-of-way and to perform all relocations and acquisitions required to implement a USACE civil works project obligations, collectively, Lands, Easements, Right of Ways, Relocations, and Disposals (LEERDS). Relevant USACE guidance documents include but are not limited to:

Table: USACE Real Estate Publications	
Ref #	Title
ER 405-1-12	Real Estate Handbook
ER 405-1-3	Real Estate Geospatial Data and Mapping ¹
ER 405-1-04	USACE Real Estate Appraisal ²
ER 405-1-16	USACE Real Estate Relocation Assistance Program ³
BPG 2020-04	USACE National Nonstructural Committee Best Practice Guide 2020-04 ⁴

Services may include:

1. Assistance to the Port to fulfill its non-federal sponsor LEERDS obligations required for construction, operation, and maintenance of a federal project, including potential lease modifications, terminations and relocations.
2. Analyzing tenant impacts and developing strategies for development / leasing related to Waterfront Resilience Program Early Projects.
3. Analysis of leasing adjacent to or on top of coastal flood defenses, including interplay between required federal easements for building coastal flood defenses and future leases, rights of entry for inspection and repair, and allocation of risk
4. Strategic advice on resilience projects and major development opportunities
5. Integration of Port capital project planning for facility cap ex
6. Real Estate project underwriting and funding strategies

TASK 9: MARITIME SUPPORT SERVICES

This task includes supporting the Port Maritime Division to fully consider maritime tenants and activities in the planning, design, and construction of WRP capital improvements. Specific work may include:

- Strategies to minimize WRP construction impacts to maritime business including vessel relocations, vessel detours and harbor restrictions, and temporary facilities.
- Harbor and maritime facility planning and conceptual design services
- Developing maritime related business strategies associated with implementation of WRP capital improvements, or as

7. Evaluation

Deliverables will be reviewed and accepted at the discretion of Port staff.

8. Reports

Contractor shall submit written reports as requested by the **PRT**. Format for the content of such reports shall be determined by the **PRT**. 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.

9. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the **PRT** will be Carlos Colón.

10. 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.

Appendix B

Calculation of Charges

1. **Project Cost.** In accordance with Article 3 of this Agreement, Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Article 3, Section 3.3, of this Agreement.
2. **Fixed Price v Time and Materials.** Total compensation for the Contractor's scope of services under this Agreement will not exceed \$40,000,000, on a time and material basis for Scope of Services set forth in Appendix A of this Agreement, inclusive of all labor, materials, equipment, and Contractor's incidental expenses subject to the assumptions, limitations, and exclusions described below. This not-to-exceed fee shall not be increased without the approval of the Port Commission and execution of and signed Amendment to this Agreement.
3. **Billing Rates and Travel Reimbursement.** Port issued Task Orders shall conform to the billing rates for each and every staff classification for the listed individuals as stated in Appendix B-1. Billing rates may be adjusted annually with written approval by the Port. The first adjustment may be made no earlier than the first anniversary of the effective start date. The amount of the adjustments shall be limited to a maximum of the CPI annual percentage change increase as described in Section 5 – Price Adjustments of this Appendix B.

The following rates shall apply for all other services and charges, and remain in effect throughout the term of the contract for the prime contractor, joint venture partner, and all subcontractors:

Services	Rates/Schedule
Subcontractor work	Cost plus 5% mark-up for maximum 2 tiers of subcontractors
Meal Expenses	Not reimbursable
Lodging	Not reimbursable without prior written agreement of lodging details and budget
Air/taxi/shuttle/rail fares	Not reimbursable without prior written agreement of lodging details and budget
Other direct costs	At cost only with prior written agreement through task order proposal
Travel	All travel requires prior written agreement of travel details and budget. The Internal Revenue Service (IRS) standard mileage rate applies for business use of automobile. No markup applies. This rate is subject to change annually. If the needs of the project require the contractor or subcontractor to travel outside of the nine (9) Bay Area counties (Alameda, Contra Costa, Marin, Napa,

	<p>San Francisco, San Mateo, Santa Clara, Solano, Sonoma), the City will reimburse the Contractor and/or subcontractor for the actual travel expenses incurred to and from their regular worksite(s).</p> <p>If the contractor or subcontractor maintain their regular work site(s) outside of San Francisco, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco. The associated Travel Time will be similarly reimbursed—the lesser of (1) the actual travel time incurred to and from the regular work site, or (2) the equivalent travel time to and from San Francisco.</p>
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4. **Expense Reimbursement.** Contractor will not be entitled to reimbursement for travel expenses or other indirect or overhead-related project costs in performing the services set forth in Appendix A such as mileage, costs for contractor's meals, accommodations, long distance and cellular phone charges, postage, vehicle rental, etc. without prior written approval of the Port.

For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging by locality rates. Any exceptions to the Federal rates must be approved in advance by the Project Manager. Federal per diem rates can be found at: <http://www.gsa.com/>.

Air travel expenses shall be based on lowest available Economy Class ticket prices. The contractor or its subcontractors shall reserve flight tickets as early as possible to ensure the most economical rate.

The following restrictions shall apply and remain in effect throughout the term of the Agreement for both the Contractor and all levels of subcontractors.

The Port will not provide reimbursement for ancillary charges. Such items are considered part of the work to perform the Agreement and are considered to be included in the contractor's billing rates. These costs include, but are not limited to:

- Office supplies
- Telephones and calls
- Respirators
- Office equipment, general copying and reproduction services, blackberries, PDAs
- Computers
- Cameras
- First Aid Kits
- Cell phones, telephone calls, faxes

- Tools and safety equipment

Generally, all costs that are considered normal overhead (general and administrative) are not billable or reimbursable. This Agreement will not allow for purchase of equipment or Contractor charging a fee to rent out Contractor-owned equipment that is considered equipment that is considered a part of overhead.

5. Price Adjustments.

Contractor's Prices for the Services are to be firm for the first 12 months of the Agreement. Thereafter, the City and Contractor may agree to adjust Contractor's Rates in accordance with the following terms.

A. When to request a Price Adjustment:

1. Requests for Price Adjustments must be made in writing to City.
2. Contractor may request Price Adjustments no sooner than twelve (12) months from the Contract Start Date.
3. Only (1) one Price Adjustment shall be approved in any twelve (12) month period.
4. If approved, Price Adjustments will be reviewed and approved by Port staff.

How Price Adjustments will be Calculated:

Requests for price adjustments under this Agreement must be supported by the U.S. Bureau of Labor Statistics most recently published, non-preliminary Producer Price Index (PPI) for "Engineering services-Other transportation engineering projects, including mass transit engineering projects, not seasonally adjusted" (Series ID PCU54133054133020102¹) available at the time of Contractor's Price Adjustment request. The requested rate change shall be calculated from the last requested Price Adjustment or, if no Price Adjustment has previously been requested, from the Contract Start Date.

Requests for price adjustments under this Agreement must be supported by the U.S. Bureau of Labor Statistics most recently published, non-preliminary Private Industry Workers in Natural resources, construction, and maintenance occupations available at the time of Contractor's Price Adjustment request. The requested rate change shall be calculated from the last requested Price Adjustment or, if no Price Adjustment has previously been requested, from the Contract Start Date.

7. Staffing Changes

The Contractor and Port mutually agree that personnel identified in the Contractor's RFQ submittal will be the personnel assigned to work on Port projects barring circumstances beyond the Contractor's control such as voluntary or involuntary terminations of the assigned staff.

Should any assigned key staff need replacement, such replacement shall be subject to the Port's approval and represent no cost increase to the Port. Replacement staff shall be equally or more qualified than the replaced staff. All staff required to perform contracted work shall be identified and approved by the Port's assigned Project Manager prior to commencement of work.

Any personnel changes must be approved in writing by the Port in advance of commencement of work. Contractor's failure to secure such written approval may result in disapproval of billing charges for applicable completed work. Hourly rate increases for key employees due to promotions will be subject to the Port's review on a case-by-case basis, and only after the first two years of the contract. The Port may reject these proposed rate increases based on the state of local economic conditions such as the city budget. On-going certified payroll records shall be required to document any authorized Port approved promotional staffing changes. The Port reserves the right to request replacement of promoted staff with equally qualified staff at the same billing rates included in this Agreement for that classification.

If new personnel classifications are added at a later date, Contractor's billing rates shall not exceed the predetermined rates established by this Agreement. If such classifications are not included on the Port's rate schedule, then the Port reserves the right to review such classifications as to reasonableness of fees and make adjustments accordingly.

5. Invoicing. Payment requests and insurance documentation should be sent to:

Carlos Colón
Waterfront Resilience Contracts Manager
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111
carlos.colon@sfport.com

Payments will be made on a time and materials basis and in line with an approved Task Order. The invoicing for staff members, staff hours, or materials outside of the approved Task Order may not be paid.

Payments will be made by the Port to Contractor within 30 days after the Port has received Contractor's payment request in accordance with Article 3 of this Agreement, provided that:

- 1) The Port has accepted as satisfactory, in the Port's sole and absolute discretion, the services rendered by the Contractor to the Port in accordance with this Agreement;
- 2) Contractor has provided a written status report to the Port as part of the Contractor's payment request documenting, to the extent practicable, the Contractor's completion of tasks related to **an approved Task Order**; and
- 3) Contractor's insurance documentation remains current in accordance with Article 5 of the Agreement.

Prior to the issuance of payment, each status report shall be signed by the Port's Seawall Resiliency Project Manager indicating their agreement with the contractor's description of completion of tasks identified in the status report. To the extent practicable, the Contractor shall submit separate monthly invoices reflecting the percentage of completion of those tasks identified for each approved Task Order.

6. Other.

Appendix B-1
Accepted Rates

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Abisambra, Jorge	Cost Estimates QAQC	Expert Professional	\$303.95
Jacobs Engineering Group Inc.	Allen, Christoper Lee	Nature Positive Infrastructure Solutions	Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	Alrawi, Bayanne Mina*	Climate Action Plan Support	Associate Professional*	\$200.00*
Jacobs Engineering Group Inc.	Bassetti, Luce	Coastal Engineering SME	Principle Technologist/Subject Matter Expert	\$239.38
Jacobs Engineering Group Inc.	Bateman, Ryan	Surveying Task Lead	Senior Professional	\$202.67
Jacobs Engineering Group Inc.	Bayram, Atilla	Coastal Value Engineering & QA/QC	Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	Bolding, Këri	Communications and Workforce Development Task Lead	Project Manager/Specialist Professional	\$300.00
Jacobs Engineering Group Inc.	Bolio, Paula	Program Transition	Principle Technologist/Subject Matter Expert	\$367.65
Jacobs Engineering Group Inc.	Brown, Nathan (Nate)	Groundwater & Remediation Lead	Senior Project Manager/Senior Technologist	\$325.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Ferrufino, Aldo	Maritime Support Services Lead	Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	Fisher, Kevin	Permitting Lead	Expert Professional	\$290.00
Jacobs Engineering Group Inc.	Fulton, Nichola NK	Program Safety Lead	Career Professional	\$297.05
Jacobs Engineering Group Inc.	Gardner, Andrea	NEPA/CEQA Manager	Senior Professional	\$250.00
Jacobs Engineering Group Inc.	Gebman, Michael	Structural and USACE Engineering SME	Principle Technologist/Subject Matter Expert	\$367.65
Jacobs Engineering Group Inc.	Green, Michelle	Project Delivery Approach Advisor	Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	Guan, Hong	Structural QA/QC	Expert Professional	\$290.00
Jacobs Engineering Group Inc.	Guardado, Lenin	Gas Engineering	Senior Professional	\$275.00
Jacobs Engineering Group Inc.	Hannon, Paul	Electrical Engineering Lead	Senior Professional	\$275.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Brown, Tyler	Surveying QAQC	Intermediate Professional/Technician	\$104.59
Jacobs Engineering Group Inc.	Burnam, Joza	CEQA/NEPA Air Quality, GHG & Energy	Career Professional	\$250.00
Jacobs Engineering Group Inc.	Carter, Philippa Anne	Martine Navigation	Career Professional	\$250.00
Jacobs Engineering Group Inc.	Concepcion, Ryan Paul	Program Cost	Associate Professional	\$200.00
Jacobs Engineering Group Inc.	Cooledge, Craig Mathew	Integrated Surface & Groundwater Hydrogeology	Intermediate Professional/Technician	\$180.00
Jacobs Engineering Group Inc.	Cumming Meyer, Loretta	Permitting BCDC	Project Manager/Specialist Professional	\$300.00
Jacobs Engineering Group Inc.	Deschenes, Mark Santo Jr.	Telecom Engineering	Senior Project Manager/Senior Technologist	\$316.37
Jacobs Engineering Group Inc.	Egan, Jamie	Environmental Assessment, Investigations and Remedial Actions Lead	Career Professional	\$250.00
Jacobs Engineering Group Inc.	Fassardi, Claudio	Coastal Engineering	Senior Project Manager/Senior Technologist	\$367.65

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Harris, Dean	Geotech USACE QA/QC	Expert Professional	\$250.00
Jacobs Engineering Group Inc.	Haynes, Chuck	USACE Planning Lead	Project Manager/Specialist Professional	\$300.00
Jacobs Engineering Group Inc.	Helmlinger, Darian (Pete)	USACE Planner SME	Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	Holder, Megan	Maritime Business Development	Expert Professional	\$290.00
Jacobs Engineering Group Inc.	Hollins, Jeremy Ian	Cultural Resources	Expert Professional	\$290.00
Jacobs Engineering Group Inc.	Hosley, Lynne	Environmental Steering Group & Permitting Lead	Principle Technologist/Subject Matter Expert	\$367.65
Jacobs Engineering Group Inc.	Imlach, Logan	Ports Engineering	Senior Professional	\$275.00
Jacobs Engineering Group Inc.	Irish, David	Program Quality and Compliance Lead	Senior Professional	\$275.00
Jacobs Engineering Group Inc.	Jackson, Ed	Program Advisory Board	Principle Technologist/Subject Matter Expert	\$345.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Mallory, Ryan	Scheduling & Change Management Lead	Career Professional	\$250.00
Jacobs Engineering Group Inc.	McCullough, Nason	Geotechnical Engineering SME	Principle Technologist/Subject Matter Expert	\$303.98
Jacobs Engineering Group Inc.	Meadows, Darren	Contaminant Hydrogeologist	Associate Professional	\$200.00
Jacobs Engineering Group Inc.	Milsom, Darren	Program Manager	Program Manager	\$380.01
Jacobs Engineering Group Inc.	Nguyen, Gino	CEQA/NEPA Hydrology & Water Quality	Expert Professional	\$250.00
Jacobs Engineering Group Inc.	Odum, Michael	Urban Design SME	Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	Pantaleon, Brian	Civil Engineering SME & Lead	Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	Patel, Pankaj	Digital Strategies Lead	Expert Professional	\$285.67
Jacobs Engineering Group Inc.	Perez-Zaragoza, Ramon	Deputy Program Manager & Engineering Manager & Cost Estimating SME	Deputy Program Manager/Specialist	\$313.93

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	James, Anna*	Deputy Program Manager & Program Management Task Lead	Deputy Program Manager/Specialist *	\$367.50*
Jacobs Engineering Group Inc.	Johnson, Doug	Transportation Planning SME	Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	Kamph, John (Ben)	Constructability QA/QC	Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	Kar, Devyani	USACE Support Task Lead & EWN Lead	Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	Kesavan, Vijaylaxsmi	DEI Support	Career Professional	\$251.27
Jacobs Engineering Group Inc.	King, Patrick	Executive Sponsor & Program Advisory Board	Principal	\$367.65
Jacobs Engineering Group Inc.	Klim, Terry	CEQA/NEPA Transportation sections	Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	MacLean, Matthew	Project Management Support	Project Manager/Specialist Professional	\$281.71
Jacobs Engineering Group Inc.	Mak, Michael	USACE Coastal Engineering	Expert Professional	\$290.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Wilson, Monte	Program Advisory Board	Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	Xie, Jessica*	Civil Engineering QA/QC	Associate Professional*	\$200.00*
Jacobs Engineering Group Inc.	Yager, Andrea	CEQA/NEPA Lead	Career Professional	\$250.00
Jacobs Engineering Group Inc.	Yanez, Ignacio	Program Controls Lead	Project Manager/Specialist Professional	\$364.81
Jacobs Engineering Group Inc.	Yanez, Paulina	Project Management Support	Project Manager/Specialist Professional	\$265.35
Jacobs Engineering Group Inc.	Yassa, Paul	Risk Manager	Intermediate Professional/Technician	\$180.00
Jacobs Engineering Group Inc.	Zyserman, Julio	Coastal Modeling	Expert Professional	\$290.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	Prentiss, Chris	Railways Engineering	Senior Project Manager/Senior Technologist	\$227.36
Jacobs Engineering Group Inc.	Rosidi, Dario	Geology and Geotech QAQC	Senior Project Manager/Senior Technologist	\$367.65
Jacobs Engineering Group Inc.	Ryan, John	Wet Utilities QAQC	Senior Project Manager/Senior Technologist	\$250.00
Jacobs Engineering Group Inc.	Sarmiento, Victor	Federal Legislation	Project Manager/Specialist Professional	\$318.29
Jacobs Engineering Group Inc.	Sears, Keoki	Program Advisory Board	Principal	\$425.00
Jacobs Engineering Group Inc.	Sigal, Lael*	Resource Management/IT & Document Controls Lead	Junior Professional/Senior Admin*	\$170.00*
Jacobs Engineering Group Inc.	Van, Audrey	Environmental Support Services & Regulatory Permitting Task Lead	Project Manager/Specialist Professional	\$284.62
Jacobs Engineering Group Inc.	Vecchio, Ann-Ariel*	Deputy Program Manager & Planning Manager	Deputy Program Manager/Specialist*	\$367.50*
Jacobs Engineering Group Inc.	Verhoff, James	CEQA/NEPA Paleontology	Junior Professional/Senior Admin	\$170.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	TBD		Principal	\$425.00
Jacobs Engineering Group Inc.	TBD		Program Manager	\$400.00
Jacobs Engineering Group Inc.	TBD		Deputy Program Manager/Specialist	\$367.50
Jacobs Engineering Group Inc.	TBD		Principle Technologist/Subject Matter Expert	\$345.00
Jacobs Engineering Group Inc.	TBD		Senior Project Manager/Senior Technologist	\$325.00
Jacobs Engineering Group Inc.	TBD		Project Manager/Specialist Professional	\$300.00
Jacobs Engineering Group Inc.	TBD		Expert Professional	\$290.00
Jacobs Engineering Group Inc.	TBD		Senior Professional	\$275.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Jacobs Engineering Group Inc.	TBD			\$250.00
			Career Professional	
Jacobs Engineering Group Inc.	TBD		Senior Technition	\$225.00
Jacobs Engineering Group Inc.	TBD		Associate Professional	\$200.00
Jacobs Engineering Group Inc.	TBD		Intermediate Professional/Technition	\$180.00
Jacobs Engineering Group Inc.	TBD		Junior Professional/Senior Admin	\$170.00
Jacobs Engineering Group Inc.	TBD		Junior Technition	\$150.00
Jacobs Engineering Group Inc.	TBD		Intermediate Admin	\$140.00
Jacobs Engineering Group Inc.	TBD		Junior Admin	\$125.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
architecture + history, llc	Maley, Bridget	Cultural Resources. Architectural historian, historic preservation	Principal. Architectural Historian	\$215.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	Gomez-Mesquita, Laura	Communications/Video	Executive Director	\$75.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Executive Director	\$75.00
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Director	\$75.00
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Development Lead	\$65.62
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Technical Manager I or II	\$56.25
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Producer II or equivalent	\$56.25
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Producer III or equivalent	\$65.62
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Videographer	\$120.00
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Editor	\$70.00
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Production Assistant	\$35.00

Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Digital Imaging Technician	\$50.00
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Sound	\$130.00
Bayview Hunters Point Center for Arts and Technology (BAYCAT)	TBD		Drone Operator	\$100.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Boudreau Associates LLC	Boudreau, Christine	Permitting Lead & Environmental Steering Group	Senior Scientist/Program Manager	\$228.89

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Boudreau Associates LLC	TBD		Senior Scientist/Program Manager	\$228.89
Boudreau Associates LLC	TBD		Project Support II	\$139.90
Boudreau Associates LLC	TBD		Project Assistant	\$112.99

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
CDIM Engineering, Inc.	Bourne, Scott	Hazards & Hazardous Waste. Env. Assessment, Investigations and Remedial Actions Lead	Principal Engineer	\$319.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
CDIM Engineering, Inc.	TBD		Senior Project Engineer	\$236.00
CDIM Engineering, Inc.	TBD		Project Engineer	\$167.00
CDIM Engineering, Inc.	TBD		Project Scientist	\$167.00
CDIM Engineering, Inc.	TBD		Project Geologist	\$167.00
CDIM Engineering, Inc.	TBD		Senior Staff Engineer	\$125.00
CDIM Engineering, Inc.	TBD		Staff Scientist	\$109.00
CDIM Engineering, Inc.	TBD		Staff Engineer	\$109.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Century Urban, LLC	Ma, Leo	Financial Services & Real Estate Valuations	Managing Principal	\$365.00
Century Urban, LLC	Sparkman, Bryant	Financial Services & Real Estate Valuations	Managing Principal	\$365.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Century Urban, LLC	TBD		Managing Principal	\$365.00
Century Urban, LLC	TBD		Principal	\$340.00
Century Urban, LLC	TBD		Vice President	\$295.00
Century Urban, LLC	TBD		Special Projects Advisor	\$295.00
Century Urban, LLC	TBD		Associate Vice President	\$295.00
Century Urban, LLC	TBD		Financial Analyst	\$240.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Cinquini & Passarino, Inc.	Kulpa, Jimmy	Hydrographic Surveying	Chief Hydrographer	\$270.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Cinquini & Passarino, Inc.	TBD		Chief Hydrographer Surveyor	\$270.00
Cinquini & Passarino, Inc.	TBD		Assistant Hydrographer	\$190.00
Cinquini & Passarino, Inc.	TBD		GIS Specialist	\$165.00
Cinquini & Passarino, Inc.	TBD		Remote Pilot (<i>INCLUDES MISSION PLANNING, MILEAGE & MATERIAL</i>)	\$310.00
Cinquini & Passarino, Inc.	TBD		Professional Land Surveyor (<i>4 HOUR MINIMUM). TRIALS, TESTIMONY & DEPOSITIONS</i>)	\$510.00
Cinquini & Passarino, Inc.	TBD		Professional Land Surveyor. (<i>CONSULTATION, LEGAL RESEARCH & COURT EXHIBITS</i>)	\$310.00
Cinquini & Passarino, Inc.	TBD		Principal Professional Land Surveyor.	\$310.00
Cinquini & Passarino, Inc.	TBD		Administrative Assistance	\$180.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Cinquini & Passarino, Inc.	TBD		GEDO Scan Equipment	\$1,200/day
Cinquini & Passarino, Inc.	TBD		UAS Equipment	\$750/day
Cinquini & Passarino, Inc.	TBD		Multibeam Survey Vessel Equipment	\$2,000/day
Cinquini & Passarino, Inc.	TBD		Simple beam Survey Vessel Equipment	\$1,500/day

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Civic Edge Consulting	Shipley, Amber	Communications Lead	Partner	\$275.00
Civic Edge Consulting	TBD		Vice President	\$250.00
Civic Edge Consulting	TBD		Senior Director	\$225.00
Civic Edge Consulting	TBD		Director	\$215.00
Civic Edge Consulting	TBD		Senior Account Manager	\$215.00
Civic Edge Consulting	TBD		Senior Project Manager	\$190.00
Civic Edge Consulting	TBD		Project Manager	\$165.00
Civic Edge Consulting	TBD		Graphics Manager	\$135.00
Civic Edge Consulting	TBD		Outreach Ambassador	\$90.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Climate Adaptive Systems, LLC	Chokshi, Mira	Strategic Analysis and Modeling Lead	Professional Senior Engineer	\$270.00
Climate Adaptive Systems, LLC	TBD		Senior Staff Engineer. Strategic Planning and Design.	\$210.00
Climate Adaptive Systems, LLC	TBD		Project Engineer. Hydrologic and Hydraulic Modeling	\$180.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Conservation Strategy Group	Caves, Joseph	State Funding Lead	Principal + Senior Environmental and Political Consultant	\$400.00
Conservation Strategy Group	TBD		Principal	\$400.00
Conservation Strategy Group	TBD		Director	\$300.00
Conservation Strategy Group	TBD		Senior Associate	\$250.00
Conservation Strategy Group	TBD		Associate	\$200.00
Conservation Strategy Group	TBD		Administrative Coordinator	\$175.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Coord LLC	Lam, Vi	City Champions Liaison: SFPUC & Governance Advisor	Principal	\$295.00
Coord LLC	TBD		Planner IV	\$260.00
Coord LLC	TBD		Planner III	\$230.00
Coord LLC	TBD		Planner II	\$190.00
Coord LLC	TBD		Planner I	\$160.00
Coord LLC	TBD		Project Manager IV	\$275.00
Coord LLC	TBD		Project Manager III	\$250.00
Coord LLC	TBD		Project Manager II	\$230.00
Coord LLC	TBD		Project Manager I	\$175.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
D&A Communications	Davis, Darolyn	Communications & LBE Outreach lead	Principal	\$298.18

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
D&A Communications	TBD		Vice-President	\$265.00
D&A Communications	TBD		Project Manager	\$230.00
D&A Communications	TBD		Sr. Engagement Specialist	\$205.00
D&A Communications	TBD		Creative Director	\$200.00
D&A Communications	TBD		Designer	\$200.00
D&A Communications	TBD		Multimedia Producer	\$196.81
D&A Communications	TBD		Community Engagement Manager	\$185.00
D&A Communications	TBD		Communications Associate	\$170.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Deloitte & Touche LLP	Armeni, Damon	Grants Management Lead	Managing Director	\$425.00
Deloitte & Touche LLP	Flood, Sally Ann	Real Estate & Development Support Services Task Lead	Partner	\$425.00
Deloitte & Touche LLP	Florio, Nate	Real Estate Valuations Lead	Principal	\$425.00
Deloitte & Touche LLP	Hamilton, Steve	Financing & Legislative Support Task Lead	Senior Manager	\$350.00
Deloitte & Touche LLP	Pettaway, Elyse	USACE Real Estate Lead	Senior Consultant	\$230.00
Deloitte & Touche LLP	Portman, Beth	Program Advisory Board	Managing Director	\$425.00
Deloitte & Touche LLP	Primm, Kyle	Tenant Relocation/Portfolio Mgmt Lead	Senior Manager	\$350.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Deloitte & Touche LLP	TBD		Principal	\$425.00
Deloitte & Touche LLP	TBD		Managing Director	\$425.00
Deloitte & Touche LLP	TBD		Partner	\$425.00
Deloitte & Touche LLP	TBD		Senior Manager	\$350.00
Deloitte & Touche LLP	TBD		Specialist Leader	\$350.00
Deloitte & Touche LLP	TBD		Manager	\$270.00
Deloitte & Touche LLP	TBD		Senior Consultant	\$230.00
Deloitte & Touche LLP	TBD		Consultant	\$190.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Digital Mania, Inc. d/b/a Copymat	Savella, Veronica	Printing/Production	Printing/Production Lead	N/A**

****Hourly rates are not applicable. Printing work will be billed per copy printed. The printing rates must be approved in advance by the Project Manager. Rates will depend on size, format, quality, number of copies...etc.**

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ENGEO Incorporated	Fippin, Jeff	Geotechnical Explorations Lead	Principal Engineer	\$350.00
ENGEO Incorporated	Neelakantan, Neel	Geotechnical QA/QC	Principal Engineer	\$350.00
ENGEO Incorporated	Teague, David	Geotechnical Engineering	Associate Engineer	\$274.82

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ENGEO Incorporated	TBD		Principal Engineer	\$350.00
ENGEO Incorporated	TBD		Associate Engineer	\$280.00
ENGEO Incorporated	TBD		Senior Engineer/Geologist	\$245.00
ENGEO Incorporated	TBD		Project Engineer/Geologist	\$190.00
ENGEO Incorporated	TBD		Staff Engineer/Geologist	\$175.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ESA	Brennan, Eryn	CEQA/NEPA Project Lead/ Environmental Steering Group	Principal Consultant 5	\$334.00
ESA	Brennan, Matt	EWN	Managing Consultant 4	\$266.00
ESA	Bridges, Todd	USACE EWN	Senior Principal Consultant 6	\$405.00
ESA	Davidian, Elijah	Env./Recreation	Principal Consultant 3	\$276.00
ESA	Divita, Edward	EWN and Coastal Eng.	Managing Consultant 4	\$266.00
ESA	Feyk-Miney, Jill	CEQA/NEPA Leads	Managing Consultant 4	\$266.00
ESA	Leidy, Garrett	USACE/RWQCB Permits	Managing Consultant 3	\$243.00
ESA	Orr, Michelle	EWN Coastal Restoration	Principal Consultant 4	\$305.00
ESA	Russell, Matt	Cultural Resources	Principal Consultant 4	\$305.00
ESA	Sturgis, Tahsa	Hydrology/Water Quality & Permitting	Managing Consultant 3	\$243.00
ESA	Urbano, Becky	Cultural Resources	Principal Consultant 3	\$276.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ESA	TBD		Senior Principal Consultant 6	\$405.00
ESA	TBD		Senior Principal Consultant 5	\$375.00
ESA	TBD		Senior Principal Consultant 4	\$344.00
ESA	TBD		Senior Principal Consultant 3	\$314.00
ESA	TBD		Senior Principal Consultant 2	\$285.00
ESA	TBD		Senior Principal Consultant 1	\$258.00
ESA	TBD		Principal Consultant 6	\$363.00
ESA	TBD		Principal Consultant 5	\$334.00
ESA	TBD		Principal Consultant 4	\$305.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ESA	TBD		Principal Consultant 3	\$276.00
ESA	TBD		Principal Consultant 2	\$248.00
ESA	TBD		Principal Consultant 1	\$218.00
ESA	TBD		Managing Consultant 6	\$312.00
ESA	TBD		Managing Consultant 5	\$289.00
ESA	TBD		Managing Consultant 4	\$266.00
ESA	TBD		Managing Consultant 3	\$243.00
ESA	TBD		Managing Consultant 2	\$219.00
ESA	TBD		Managing Consultant 1	\$197.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ESA	TBD		Senior Consultant 6	\$266.00
ESA	TBD		Senior Consultant 5	\$245.00
ESA	TBD		Senior Consultant 4	\$223.00
ESA	TBD		Senior Consultant 3	\$202.00
ESA	TBD		Senior Consultant 2	\$180.00
ESA	TBD		Senior Consultant 1	\$163.00
ESA	TBD		Associate Consultant 6	\$217.00
ESA	TBD		Associate Consultant 5	\$203.00
ESA	TBD		Associate Consultant 4	\$189.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ESA	TBD		Associate Consultant 3	\$175.00
ESA	TBD		Associate Consultant 2	\$162.00
ESA	TBD		Associate Consultant 1	\$147.00
ESA	TBD		Consultant 6	\$179.00
ESA	TBD		Consultant 5	\$165.00
ESA	TBD		Consultant 4	\$152.00
ESA	TBD		Consultant 3	\$137.00
ESA	TBD		Consultant 2	\$124.00
ESA	TBD		Consultant 1	\$110.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ESA	TBD		Project Technician 6	\$190.00
ESA	TBD		Project Technician 5	\$167.00
ESA	TBD		Project Technician 4	\$146.00
ESA	TBD		Project Technician 3	\$125.00
ESA	TBD		Project Technician 2	\$103.00
ESA	TBD		Project Technician 1	\$80.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Freyer & Laureta, Inc.	Kimbrell, Josh	Roadways Engineering	Principal Civil Engineer	\$269.58
Freyer & Laureta, Inc.	Tarantino, Jeffrey J.	General Civil Engineering	Principal Civil Engineer	\$269.58

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Freyer & Laureta, Inc.	TBD		Principal Civil Engineer	\$269.58
Freyer & Laureta, Inc.	TBD		Senior Project Manager / Principal Surveyor	\$265.00
Freyer & Laureta, Inc.	TBD		Associate Engineer / Associate Surveyor	\$198.85
Freyer & Laureta, Inc.	TBD		Staff Engineer IV / Survey Tech V	\$195.00
Freyer & Laureta, Inc.	TBD		Engineer II / Engineer Tech III / Survey Tech IV	\$167.08
Freyer & Laureta, Inc.	TBD		Engineer Tech I / Drafter III	\$145.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
F.W. Associates, Inc.	Fong, Munson	Electrical Engineering	Principal Electrical Project Manager	\$225.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
F.W. Associates, Inc.	TBD		Principal Electrical Project Manager	\$225.00
F.W. Associates, Inc.	TBD		Electrical Project Engineer	\$185.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Growth Sector	Pereira, Caz	Internships	Director	\$145.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Growth Sector	TBD		Director	\$145.00
Growth Sector	TBD		Manager	\$72.00
Growth Sector	TBD		Program Staff	\$50.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Hollins Consulting, Inc.	Cooper, Derick	Project Management Support	Lead Professional Engineer	\$290.00
Hollins Consulting, Inc.	McCrimmon, Catherine	Project Management Support	Senior Construction Manager	\$272.00
Hollins Consulting, Inc.	Popuch, Eli	Utilities GIS Integration	Sr. Project Manager	\$240.00
Hollins Consulting, Inc.	Thomas, John	Utilities Coordination Lead	Lead Professional Engineer	\$350.00
Hollins Consulting, Inc.	Yee, Lucas	Project Management Support	Sr. Project Manager	\$240.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Hollins Consulting, Inc.	TBD		Principal In Charge	\$379.27
Hollins Consulting, Inc.	TBD		Lead Professional Engineer	\$295.00
Hollins Consulting, Inc.	TBD		Sr. Project Manager	\$240.00
Hollins Consulting, Inc.	TBD		Project Manager	\$205.57
Hollins Consulting, Inc.	TBD		Assistant Project Manager	\$205.00
Hollins Consulting, Inc.	TBD		Sr. Cost Estimator	\$225.00
Hollins Consulting, Inc.	TBD		Cost Estimator	\$215.00
Hollins Consulting, Inc.	TBD		GIS Manager	\$215.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Hollins Consulting, Inc.	TBD		Cost Controls Manager	\$228.00
Hollins Consulting, Inc.	TBD		Project Controls Engineer	\$215.00
Hollins Consulting, Inc.	TBD		Document Control Specialist	\$164.35
Hollins Consulting, Inc.	TBD		Office Engineer	\$189.63

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ICF J&S	Andersen, Jennifer	CEQA/NEPA Task Manager	Sr Consultant III	\$185.00
ICF J&S	Fisher, Melinda	CEQA/NEPA/USACE – Sr. Advisor	Managing Consultant	\$253.00
ICF J&S	Mansoor, Jacqueline	Air Quality, GHG/Energy	Assoc. Consultant II	\$143.00
ICF J&S	Ostner, Jennifer	Socioeconomics	Assoc. Consultant II	\$157.98
ICF J&S	Reddick, Kelli	Socioeconomics	Project Director	\$210.00
ICF J&S	Stock, Jennifer	Aesthetics	S. Consultant III	\$148.19
ICF J&S	Stoll, Jean	Cultural Resources	Consultant II	\$154.00
ICF J&S	Volk, Jason	Noise and Vibration	Managing Consultant	\$225.01
ICF J&S	Walter, Rich	CEQA/NEPA Project Lead/Environmental Steering Group	Sr. Project Director	\$294.24
ICF J&S	Yoon, Laura	Air Quality, GHG/Energy	Technical Director	\$210.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ICF J&S			Consultant I	\$168.72
ICF J&S			Assoc Consultant II	\$157.98
ICF J&S			Assoc Consultant I	\$141.00
ICF J&S			Env Technician II	\$131.72
ICF J&S			Env Technician I	\$114.75
ICF J&S			Assistant Consultant	\$117.35
ICF J&S			Admin Technician	\$155.10
ICF J&S			Technician	\$98.70
ICF J&S			Intern	\$60.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
ICF J&S	TBD		Sr. Project Director	\$294.24
ICF J&S	TBD		Project Director	\$289.46
ICF J&S	TBD		Technical Director	\$279.41
ICF J&S	TBD		Sr Technical Analyst	\$269.84
ICF J&S	TBD		Managing Consultant	\$253.80
ICF J&S	TBD		Sr Consultant III	\$230.72
ICF J&S	TBD		Sr Consultant II	\$209.95
ICF J&S	TBD		Sr Consultant I	\$190.63
ICF J&S	TBD		Consultant II	\$173.87

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
InfraTerra, Inc.	Hitchcock, Chris	Geotech/Investigations	Senior Principal	\$250.00
InfraTerra, Inc.	Nisar, Ahmed	Geo-Hazards Pipelines	Senior Principal	\$250.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
InfraTerra, Inc.	TBD		Senior Principal	\$250.00
InfraTerra, Inc.	TBD		Principal. Engineer/Geologist	\$250.00
InfraTerra, Inc.	TBD		Associate Principal	\$240.00
InfraTerra, Inc.	TBD		Senior Professional	\$220.14
InfraTerra, Inc.	TBD		Senior Project Professional	\$200.00
InfraTerra, Inc.	TBD		Senior Staff Professional	\$170.00
InfraTerra, Inc.	TBD		Graphics	\$150.00
InfraTerra, Inc.	TBD		Administration	\$125.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
InkeDesign Consulting LLC	Noel, Inke	Graphic Design Lead	Principal	\$164.99
InkeDesign Consulting LLC	TBD		Principal	\$164.99
InkeDesign Consulting LLC .	TBD		UX and UI Designer	\$164.99
InkeDesign Consulting LLC	TBD		Graphic Designer	\$121.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
International Effectiveness	Rouchdy, Taryk	Translation	Owner/CEO	\$160.00
International Effectiveness	TBD		Simultaneous Interpreting	\$160.00
International Effectiveness	TBD		American sign language	\$160.00
International Effectiveness	TBD		Executive Interpreters	\$160.00
International Effectiveness	TBD		Video interpreting (In person, includes also virtual over video)	\$1.90 per minute
International Effectiveness	TBD		Telephone interpreting "On Demand". Spanish	\$0.75 per minute
International Effectiveness	TBD		Telephone interpreting "On Demand". All Other languages	\$1.20 per minute
International Effectiveness	TBD		Telephone interpreting "On Demand". American sign language over phone video	\$2.50 per minute
International Effectiveness	TBD		American sign language interpreting. In person	\$130 per hour with a 2-hour minimum

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
IRML Consulting	Martin Lopez, Iris	Small Business Engagement Lead	Principal	\$195.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
International Effectiveness	TBD		American sign language interpreting. Virtual over video	\$130 per hour with a 1-hour minimum
International Effectiveness	TBD		Document translation (all language)	\$0.16 per word.

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
IRML Consulting	TBD	Small Business Engagement Coordinator	Engagement Specialist	\$75.00
IRML Consulting	TBD	Small Business Engagement Assistant	Communications Associate	\$75.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Maffei Structural Engineering	Maffei, Joe	Marine Structures Engineering Lead	Founding Principal	\$250.00
Maffei Structural Engineering	Telleen, Karl	Structural engineering, Project Manager	Associate Principal II	\$214.50

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
J D Bray Consultants, LLC	Bray, Jonathan D.	Engineering Peer Review Panel. Civil Engineer and Earthquake Engineer	President	\$400.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Maffei Structural Engineering	TBD		Principal Structural Engineer	\$250.00
Maffei Structural Engineering	TBD		Senior Structural Engineer	\$225.30
Maffei Structural Engineering	TBD		Associate Principal Structural Engineer II	\$214.50
Maffei Structural Engineering	TBD		Associate Principal Structural Engineer I	\$192.67
Maffei Structural Engineering	TBD		Senior technical consultant	\$177.25
Maffei Structural Engineering	TBD		Project engineer – Structures II	\$148.06
Maffei Structural Engineering	TBD		Project engineer – Structures I	\$134.62
Maffei Structural Engineering	TBD		Structural Designer II	\$121.79
Maffei Structural Engineering	TBD		Structural Designer I	\$115.99

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Martin M. Ron Associates	Ron, David	Land Surveying Lead	Licensed Land Surveyor, Project Manager	\$230.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Martin M. Ron Associates	TBD		Land Surveyor/Draftsperson	\$188.00
Martin M. Ron Associates	TBD		Draftsperson	\$188.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
New Albion Geotechnical, Inc.	Dickenson, Stephen	Engineering Peer Review Panel Chair. Geotechnical & Earthquake Engineering (Civil Engineering)	President / Principal Engineer	\$380.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
N Saylor CONSULTING GROUP, INC	Erickson, Drew	Constructability SME & Cost Estimating Lead	Principal Cost Estimator	\$300.00
N Saylor CONSULTING GROUP, INC	Mills, Michael	USACE Cost Estimates Lead	Lead Cost Estimator	\$247.80
N Saylor CONSULTING GROUP, INC	Saylor, Brad	Independent Cost Estimates Lead	Principal Cost Estimator	\$266.60

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
N SAYLOR CONSULTING GROUP, INC	TBD		Lead Cost Estimator	\$293.27
N SAYLOR CONSULTING GROUP, INC	TBD		Senior Civil Cost Estimator	\$209.65
N SAYLOR CONSULTING GROUP, INC	TBD		Senior Structural Cost Estimator	\$191.96
N SAYLOR CONSULTING GROUP, INC	TBD		Senior MEP Cost Estimator	\$212.75
N SAYLOR CONSULTING GROUP, INC	TBD		Cost Estimator	\$159.03
N SAYLOR CONSULTING GROUP, INC	TBD		Senior Scheduler	\$218.61
N SAYLOR CONSULTING GROUP, INC	TBD		Estimates Coordinator	\$83.10

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
PA Consulting	McGovern, Megan	Innovation & Emerging Tech Lead, City Training / Governance Advisor	Program Innovation Manager	\$335.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Prevision Design	Phillips, Adam	Technical Environmental Analysis: Sun Shadow & Aesthetics Impact Assessments	Principal	\$300.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Prevision Design	TBD		Senior Technical Analyst	\$225.00
Prevision Design	TBD		Env Technician	\$175.00
Prevision Design	TBD		Admin Staff	\$85.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
RWDI	Wu, Hanqing	Technical Environmental Analysis: Wind Impact Assessments	Technical Director	\$300.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
RWDI	TBD		Senior Project Manager	\$225.00
RWDI	TBD		Specialist Engineer / Scientist	\$210.00
RWDI	TBD		Project Manager	\$175.00
RWDI	TBD		Senior Engineer / Scientist	\$170.00
RWDI	TBD		Engineer / Scientist I	\$125.00
RWDI	TBD		Engineer / Scientist II	\$150.00
RWDI	TBD		Project Coordinator	\$140.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Stockton Global Strategies LLC	Stockton, Steven	USACE Advisor	Government Relations Consultant	\$282.21

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
RWDI	TBD		Wind Tunnel Technologist	\$140.00
RWDI	TBD		Computer Modeler	\$120.00
RWDI	TBD		Physical Modeler	\$115.00
RWDI	TBD		Project Accountant	\$125.00
RWDI	TBD		Project Administrator	\$100.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Structural Integrity Associates	Matt Bowers	Advanced Structural Analysis lead	Associate	\$298.00
Structural Integrity Associates	Hoss Hayati	Seismic Performance Lead	Senior Consultant	\$270.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Structural Integrity Associates	TBD		Senior Associate	\$388.00
Structural Integrity Associates	TBD		Associate	\$298.00
Structural Integrity Associates	TBD		Senior Consultant	\$270.00
Structural Integrity Associates	TBD		Consultant	\$255.00
Structural Integrity Associates	TBD		Senior Engineer	\$225.00
Structural Integrity Associates	TBD		Engineer II	\$185.00
Structural Integrity Associates	TBD		Engineer I	\$160.00
Structural Integrity Associates	TBD		Admin	\$105.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Sustainable Watershed Designs d/b/a Lotus Water	Durbin, Scott	Stormwater & Combined Sewer System Eng SME / Interior Drainage and Groundwater Assessment Lead	Principal Civil Engineer	\$305.00
Sustainable Watershed Designs d/b/a Lotus Water	Matsumura, Kristen	Wet Utilities Engineer Lead	Project Manager/Engineer IV	\$233.72
Sustainable Watershed Designs d/b/a Lotus Water	Stormzand, Nathan	Utilities Engineering Lead & USACE Utilities Engineering	Project Manager	\$223.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Principal	\$305.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Senior Engineer/Senior PM	\$275.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Project Manager/Engineer IV	\$235.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Project Manager/Engineer III	\$190.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Design Engineer/Engineer II	\$180.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Staff Engineer/Engineer I	\$170.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Senior Planner	\$222.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Watershed Planner IV	\$202.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Watershed Planner III	\$185.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Watershed Planner II	\$170.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Watershed Planner I	\$160.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		CADD/Graphics	\$155.00
Sustainable Watershed Designs d/b/a Lotus Water	TBD		Project Assistant	\$150.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
T.D. O'Rourke	T.D. O'Rourke	Engineering Peer Review Panel. Geotechnical & Lifelines Consultant	President	\$357.82

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
WRA, Inc.	Osowski, Matt	USACE, RWQCB Permits	Sr Associate	\$272.00
WRA, Inc.	Semion, Justin	Permitting Lead	Principal Ecologist	\$313.00
WRA, Inc.	Yakich, Jason	USFWS, NMFS, CDFW Permits	Sr Associate	\$272.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
WRA, Inc.	TBD		Director/Principal	\$313.00
WRA, Inc.	TBD		Sr Associate	\$272.00
WRA, Inc.	TBD		Associate	\$229.00
WRA, Inc.	TBD		Sr Scientist	\$209.00
WRA, Inc.	TBD		Scientist	\$192.00
WRA, Inc.	TBD		Sr Technician	\$165.00
WRA, Inc.	TBD		Technician	\$136.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
WRA, Inc.	TBD		Environmental Planning Director	\$313.00
WRA, Inc.	TBD		Senior Environmental Planner	\$289.00
WRA, Inc.	TBD		Senior Associate Environmental Planner	\$272.00
WRA, Inc.	TBD		Associate Environmental Planner	\$229.00
WRA, Inc.	TBD		Environmental Planner II	\$209.00
WRA, Inc.	TBD		Environmental Planner I	\$192.00
WRA, Inc.	TBD		Assistant Environmental Planner II	\$165.00
WRA, Inc.	TBD		Assistant Environmental Planner	\$144.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
WRA, Inc.	TBD		GIS Manager	\$272.00
WRA, Inc.	TBD		GIS Professional III	\$219.00
WRA, Inc.	TBD		GIS Professional II	\$209.00
WRA, Inc.	TBD		GIS Professional	\$192.00
WRA, Inc.	TBD		GIS Senior Technician	\$165.00
WRA, Inc.	TBD		GIS Technician	\$144.00
WRA, Inc.	TBD		Sr Field Technician	\$192.00
WRA, Inc.	TBD		Field Technician	\$144.00
WRA, Inc.	TBD		Senior Project Biologist	\$134.00
WRA, Inc.	TBD		Senior Project Biologist (Overtime)	\$201.00
WRA, Inc.	TBD		Project Biologist	\$112.00

WRA, Inc.	TBD		Project Biologist (Overtime)	\$168.00
WRA, Inc.	TBD		Clerical Support	\$100.00

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
World Resources Institute	Beyer, Lisa	Governance Advisor	Landscape Architecture and Urban Planning, Collaborative Governance	\$152

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Young Community Developers	Brookter, Dion-Jay	Workforce Development	Chief Executive Officer	\$115.47

Firm	Key Personnel	Professional Discipline & Role	Contract Classification (e.g. "Engineer I," "Drafter II")	Billable Hourly Rates
Young Community Developers	TBD		Sole Practitioner	\$215.00
Young Community Developers	TBD		Chief Executive Officer	\$115.47
Young Community Developers	TBD		Chief Program Officer	\$86.65
Young Community Developers	TBD		Director of Workforce and Training	\$64.38
Young Community Developers	TBD		Program Manager	\$42.09
Young Community Developers	TBD		Care Coordinator Workforce II	\$33.99
Young Community Developers	TBD		Care Coordinator Workforce I	\$30.90

MEMORANDUM

August 5, 2017

TO: MEMBERS, PORT COMMISSION
Hon. Willie Adams, President
Hon. Kimberly Brandon, Vice President
Hon. Leslie Katz
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Request for authorization to award a contract to CH2M HILL Engineers, Inc., for planning, engineering, and environmental services for the Seawall Resiliency Project in an amount of \$36,349,740 and authorization for staff to increase the contract amount, if needed for unanticipated contingencies, by an additional \$3,634,974 (10% of \$36,349,740) for a total contract authorization of \$39,984,714, with a term of ten years and the Port's option to extend the term for one additional year

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution

EXECUTIVE SUMMARY

On March 14, 2017, the Port Commission authorized Port staff, through Resolution 17-14, to issue a Request for Proposals ("RFP") to solicit engineering and related consulting services for the Seawall Resiliency Project for an amount not to exceed \$40,000,000. On April 24, 2017, Port staff issued a RFP for such consulting services and staff now recommends, subject to approval of the Board of Supervisors, award of the contract in the amount not to exceed \$39,984,714.

The Port received five proposals in response to the RFP. Staff determined that all five proposals were responsive and met the minimum qualifications specified in the RFP. The Contract Monitoring Division ("CMD") determined that all five firms met the pre-award requirements of the City's Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance (San Francisco Administrative Code Chapter 14B; the "LBE" Ordinance). An evaluation panel then evaluated and scored the written proposals and held oral interviews. CMD monitored the panel evaluation process. After the panel completed its evaluation and scoring of the proposals, Port staff identified CH2M HILL Engineers, Inc. ("CH2M"), as the highest-ranked firm.

Port staff now seeks Port Commission authorization to award a professional services contract for planning, engineering, and environmental services for the Seawall Resiliency Project to the highest-ranked consultant, CH2M. The proposed contract, for the not-to-exceed amount of \$39,984,714, will carry a term of ten years with the option to extend the term for one additional year at the Port's sole discretion. Prior to issuance of the RFP, CMD established a 15 percent subcontracting goal for LBE participation in this contract, pursuant to the LBE Ordinance. In its proposal, CH2M agreed to exceed this goal and achieve 21 percent LBE subcontractor participation. Therefore, the proposed contract will incorporate a 21 percent LBE subcontractor participation requirement.

Charter Section 9.118 requires Board of Supervisors' approval of contracts for professional services related to design, engineering or construction management when the term exceeds ten years or the contract anticipates expenditures of \$10,000,000 or more. Port staff will advocate for the Board of Supervisors to approve the contract following Port Commission direction and approval.

STRATEGIC OBJECTIVE

This contract opportunity will support the goals of the Port's Strategic Plan as follows:

Engagement:

By leading an inclusive stakeholder process to develop goals, values, and ensure consideration of all issues during development and implementation of the Seawall improvement program.

Livability:

By increasing the proportion of funds spent by the Port on contract services performed by LBE firms.

Resiliency:

By leading the City's efforts to address threats from earthquakes and flood risk through research and infrastructure improvements to the Seawall.

Sustainability:

By enhancing the quality of the Bay water and habitat with the improvements, by limiting construction impacts and waste, and by sustainable design and construction best management practices.

BACKGROUND

The Port is the lead City agency for the restoration of the Seawall, a project expected to span ten years from 2015-2025 and cost approximately \$500 million. The Seawall was constructed over 100 years ago and stretches for more than three miles from Fisherman's Wharf to Mission Creek along San Francisco's historic waterfront. With a century of erosion and structural deterioration, the Seawall must be upgraded and improved to protect critical infrastructure from seismic vulnerabilities and sea level rise and continue to function today and for generations to come.

The Seawall infrastructure supports the world-renowned Embarcadero Promenade which was added in 2016 to the list of National Trust for Historic Preservation's Endangered Historic Places. Additionally, the Seawall supports an extensive network of infrastructure, utilities and assets owned by various City and County of San Francisco agencies such as the Port of San Francisco, San Francisco Fire Department, San Francisco Municipal Transportation Agency, San Francisco Public Utilities Commission, San Francisco Public Works, and the Office of Community Investment and Infrastructure. Regional and private entities such as the Bay Area Rapid Transit, Golden Gate Ferry, and Pacific Gas and Electricity own and operate critical infrastructure that the Seawall protects. The Seawall also supports infrastructure for small businesses along the waterfront that contribute to the City's economic vitality and diversity and generate billions of dollars in rent, business income, and wages. A recent economic analysis conducted by the Port, concluded that the Seawall supports over \$25 billion of economic activity annually.

The Seawall is highly vulnerable to widespread damage from a major seismic event and to overtopping from sea level rise in the coming decades. There is a 72 percent chance of a major seismic event taking place in the Bay Area in the next 30 years and sea level could rise up to 66 inches by year 2100. A recent seismic vulnerability study showed that a major seismic event is likely to cause ground movement that would damage both the Seawall and wharf structures and could contribute to loss of life and significant economic harm.

The first phase of a Seawall Resiliency Project will require specialized planning, engineering, and related services to address the immediate seismic vulnerabilities and life-safety issues associated with specific, critical sections of the seawall as well as address the highest flood risks. Design and engineering solutions to these challenges will also consider expected sea level rise.

CONTRACT SCOPE OF SERVICES

The proposed scope for the proposed contract includes the specialized and expert services needed to complete planning studies, develop and assess alternatives, select and define a preferred alternative, advance engineering and design to 35 percent, complete California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) approvals, advance environmental and other permitting for construction, develop and recommend final design and construction project(s) delivery methods, and to assist with managing and review of final design and construction of the project(s). Final design, construction, and construction management will be handled via separate contracts.

The proposed contract will require the consultant to provide the following services:

Phase 0: Program Management and Controls (10 years)

The consultant will support the Port's Project Management team by providing the following services and personnel:

- Consultant team project manager, single point of contact.
- Technical team leaders for: structural engineering, coastal engineering, geotechnical engineering, civil engineering, utility engineering, transportation

engineering, urban planning and design, historic preservation, environmental planning and permitting

- Quarterly project reports
- Monthly project updates
- Meeting scheduling and minutes
- Develop and maintain a risk register
- Assist the Port in refining and actively managing the project management plan

Phase 1: Planning (2 years)

The consultant will lead and carry out all work necessary to complete a multi-hazard feasibility study of the Seawall that culminates in a framework to address the dual threats of seismic and flood risk and a recommendation for initial project improvements to be implemented. This will include conceptual designs, cost estimates, construction impacts and schedule, environmental impacts and benefits, economic impacts and benefits.

- Conduct a Feasibility Study
 - Identify problems and opportunities
 - Inventory and forecast conditions
 - Formulate project alternatives
 - Evaluate project alternatives
 - Compare project alternatives
 - Select a recommended program for initial improvements and a framework for responding to the dual threat of seismic and flood risk.
- Prepare Supporting Studies and Scopes of Repair
 - Condition assessment of bulkhead wall and wharves, Embarcadero promenade and roadway, light rail, utilities.
 - Advance existing screening level earthquake vulnerability assessment including developing and implementing a subsurface exploration program.
 - Advance existing flood assessment including developing coastal modeling, transects for wave run-up and effects, and consideration of sea level rise and other climate change impacts such as storm intensity.
 - Assess existing environmental conditions and potential impacts and benefits with various improvement concepts.
 - Constructability analysis and impact assessment of various improvement concepts.
 - Economic analysis with direct and indirect considerations of various improvement concepts.
 - Develop and support the Port to complete a community planning and stakeholder engagement process to inform improvement concepts that includes public workshops, engages Port tenants, and key stakeholders.
 - Cost estimating
 - Implement a project-area specific multi-hazard loss estimation analysis with customized inputs for piers, wharves, bulkhead buildings, shed buildings, seawall and geotechnical conditions.

Phase 2: Preliminary Design & Entitlements (2 years)

During this phase, the consultant will advance the design of initial improvements to the 35 percent level and complete both CEQA and NEPA processes. This contract scope will require the consultant to perform analyses for CEQA and NEPA regarding specific improvement projects that emerge from the proposed contract work. However, this contract scope, in itself, does not constitute a “project” that is subject CEQA. Specific scope tasks will include:

- CEQA, programmatic and initial improvements
- NEPA, programmatic and initial improvements
- Advance design and engineering of initial improvements to 35 percent level, including plans, specifications, estimate, and supporting design and engineering documents
- Constructability review and analysis
- Value engineering
- Design and construction delivery options and recommendations
- Develop an approach to permitting pilot studies and initial improvements, develop alternatives analysis, environmental mitigation and enhancement concepts, generate information needed for construction permits; apply for permits and approvals from the San Francisco Bay Conservation and Development Commission (BCDC), State Water Resources Control Board, USACE and resource protection agencies. Finalizing environmental permits for construction is expected to continue through final design
- Continuation of stakeholder engagement

Phase 3: Final Design and Construction (5 years)

During this phase, the consultant will support the Port as other consultants and contractors complete final design, permitting, construction, and mitigation and monitoring plans. Others will also provide construction management services.

- Review final designs and engineering studies, reports, plans, specifications, calculations, cost estimates, and construction schedules completed by the other consultant teams.
- Develop and complete a value engineering process for each project.
- Provide constructability review for each project.
- Design, engineer, and implement for pilot projects (small scale projects that may be necessary to understand design and viability of specific construction techniques).
- Assist in oversight of construction management.

SELECTION PROCESS

On April 24, 2017, the Port issued the RFP for these consulting services, with submittals due on June 2, 2017. A pre-submittal meeting was held on May 3, 2017. Over one hundred people attended the pre-submittal meeting.

The Port received five responses to the RFP in advance of the submittal deadline. The following five consultant teams (identified by the lead consultant in alphabetical order) responded to the RFP:

1. AECOM Technical Services, Inc.
2. CH2M HILL Engineers, Inc.
3. Parsons Transportation Group, Inc.
4. Seawall Innovations (A Tetra Tech/GHD, Inc. Joint Venture)
5. Stantec Consulting, Inc.

Port staff determined that all five firms met the minimum qualifications specified in the RFP. CMD then reviewed the submittals for compliance with the LBE Ordinance requirements and concluded that all five firms met the requirements.

Evaluation Panel

A four-member evaluation panel convened to evaluate and score written proposals on June 15, 2017. The panel consisted of an Assistant General Manager from the San Francisco Public Utilities Commission (SFPUC), a Section Manager for structural engineering from San Francisco Public Works, a Deputy Director of Planning and Environmental Services from the Port, and a structural engineer from the Port. The panel was diverse in terms of race and gender and had expertise in structural engineering (marine and civil), environmental review and analysis, and planning. The Port's CMD Contract Compliance Officer approved the panel composition and attended the initial panel meeting and oral interviews.

Evaluation Criteria

The selection panel evaluated and scored the written proposals using the following RFP criteria:

- 30 points – project approach
- 40 points – staffing plan, organization, experience, and quality
- 30 points – firm experience and capability
- 5 points – proposer references
- 105 points total

Port staff forwarded all five proposers to the second phase of the evaluation process for oral interviews, which were held on June 22, 2017. Oral interviews were one hour each and included the following: a 15-minute presentation, 35 minutes to answer five standard questions that were distributed two days in advance, and seven minutes to evaluate and respond to a bonus question asked at the end of the interview. Each panel member evaluated and scored the proposers' oral interviews based upon the following criteria:

25 points – proposer's presentation - team experience
 20 points – question 1: earthquake risk assessment approach
 20 points – question 2: flood and sea level rise risk assessment approach
 15 points – question 3: approach to implementable solutions for historic preservation, earthquake safety, and flood protection
 10 points – question 4: enhance the sustainability of the Embarcadero Seawall and improve Bay ecosystem
 10 points – question 5: project management and cost controls
5 points – question 6: economic/merchant activity during and after construction
105 points total

The final rankings resulting from the scoring of written proposals and the interviews are shown in *Table 1*. In accordance with the RFP scoring criteria, Port and CMD staff determined the highest-ranked consultant, CH2M, is eligible for contract award. Port staff issued a Notice of Intent to Award a contract to CH2M on June 26, 2017.

Table 1: Seawall Communications RFP Proposal Scores

Proposer	Written Proposal Score (Avg/Total)	Oral Interview Score (Avg/Total)	Final Total Score (Avg/Total)	Final Rank
CH2M	90/359	97/386	187/745	1
AECOM	89/357	87/348	176/705	2
Seawall Innovations (Tetra Tech/GHD JV)	84/336	89/357	173/693	3
Stantec	94/375	78/312	172/687	4
Parsons	79/315	85/339	164/654	5

Maximum score for written proposal was 420 and oral interview was 420, for total possible points of 840.

SELECTED CONSULTANT

Based upon the final scoring, Port staff recommends awarding the planning, engineering, and environmental services contract for the Seawall Resiliency Project to CH2M.

About CH2M HILL Engineers, Inc.

Employee-owned CH2M is a global leader in full-service consulting, design, design-build, operations and program management for public and private clients. Established in 1946, and providing services to the City and County of San Francisco since 1972, CH2M provides consulting services in the sectors of environmental, water, transportation, and energy. CH2M, has worked on numerous City and region-wide projects including the San Francisco Bay Area Water Emergency Transportation Authority Ferry Terminal, SFPUC

Water System Improvement Program, 3rd & King Street Railyard Planning, and SFPUC Biosolids Project.

Engineering News-Record (ENR) ranks CH2M as one of the top five firms in categories specifically aligned to services required for the Seawall Resiliency Project, namely: Ports and Marine Facilities (No. 2), Environmental Services (No. 1), Transportation (No. 3), Water (No. 1), Design (No. 3), Program Management (No. 2), and Construction Management (No. 3).

Potential Merger with Jacobs Engineering

On August 2, 2017, CH2M's executive leadership announced the possible acquisition of the firm by Jacobs Engineering. Established in 1947, Jacobs is a Fortune 500 global provider of technical, professional, and scientific services, including engineering, architecture, construction, operations and maintenance. The CH2M project team is very enthusiastic about the prospect of joining forces with Jacobs, viewing it as an opportunity to combine differentiated services and provide broader best-in-class people, solutions, technical excellence and delivery.

While an agreement for sale has been reached between the firms, it will have to go through a customary vetting process, regulatory approvals, and be approved by the company's shareholders. This process will take place over the remainder of the calendar year with a potential merger of the organizations in the first quarter of 2018. Until such time that this process is successfully completed, CH2M will continue to operate and respond as its own company and, accordingly, the proposed contract will be executed under "CH2M Hill Engineers, Inc."

CH2M reaffirmed their continued commitment to the Port of San Francisco and to the successful delivery of the Seawall Resiliency Project. The staff that CH2M-Arcadis proposed for the Seawall Project will not change and the team is ready and eager to commence work as soon as possible. If a merger with Jacobs takes place in 2018, CH2M is confident that their ability to serve the Port under this contract will be enhanced (See Attachment C).

Local Business Enterprise

CMD established a LBE subcontracting goal of 15 percent for this project based on the total cost of services procured through this contract, pursuant to the LBE Ordinance. CH2M bypassed the good faith outreach efforts specified by CMD by committing to a 21 percent LBE subcontracting participation goal that will be incorporated in the contract requirements.

To meet its 21 percent LBE subcontracting goal, and as identified in *Table 2*, the CH2M team includes a number of LBE and non-LBE partners, including Telamon Engineering for civil engineering and surveying, Structus Inc. for structural engineering, Hollins Consulting Inc. for construction management, Geotechnical Consultants Inc. (GTC) for geotechnical engineering, Civic Edge Consulting for community planning, Saylor Consulting Group for value/quality engineering, AGS Inc. for environmental advisory services, RDJ Enterprises for strategic advising and community outreach, BAYCAT for arts and technology, Sedway Consulting Inc. for real estate appraisals, and Square One Productions for architectural

illustrations.

Table 2: Seawall Communications LBE Subconsultant Participation

Firm	Portion of Work	% of Contract Work	Contract Amount ¹	LBE Type
AGS Inc	Environmental Advisory Services; Geotechnical Engineering	0.62%	\$181,654	MBE
BAYCAT	Arts and Technology	0.12%	\$39,959	OBE
CHS Consulting Group	Transportation & Traffic Engineering	0.13%	\$40,933	MBE
Civic Edge Consulting	Community Planning and Stakeholder Engagement/Public Affairs; Public Relations Services	0.26%	\$84,662	WBE
Geotechnical Consultants Inc	Geotechnical Engineering	3.00%	\$958,585	MBE
Hollins Consulting Inc	Construction Management; Administrative Services	3.61%	\$1,155,056	MBE
RDJ Enterprises LLC	Community Relations/Public Affairs; EEO/Affirmative Action/M/WBE Assistance; Educational and Training Services	0.63%	\$198,039	MBE
Saylor Consulting Group	Value/Quality Engineering	1.43%	\$456,435	WBE
Sedway Consulting Inc	Real Estate: Appraisers, Brokers, Agents	0.33%	\$103,847	WBE
Square One Productions	Architectural Illustrator	0.33%	\$103,847	MBE
Structus Inc	Structural Engineering; Marine Architecture and Engineering	2.60%	\$830,774	MBE
Telamon Engineering	Civil Engineering; Surveying (Land & Aerial); Utilities & Power Services; CAD	8.00%	\$2,556,226	WBE
	Total	21.00%	\$6,710,017	

On June 26, 2017, CMD issued a memorandum determining the Port's selection process for the Planning, Engineering, and Environmental Services RFP was compliant with the provisions of the City's LBE Ordinance.

FUNDING & COST CONTROLS

Port staff proposes a contract award to CH2M in the amount of \$36,349,740 and authorization for staff to increase the contract amount for unanticipated contingencies by an additional \$3,634,974 (10% of \$36,349,740) for a total contract authorization not to exceed \$39,984,714. The proposed contract term is ten years with the option to extend the

¹ Omits \$4.4 million "Emergency Projects", which are as-needed and will be tracked separately by CMD

term for one additional year at the Port's sole discretion. Table 3, below, details the proposed funding by project phase.

Table 3: Contract Phases & Budget

Phase	Budget
Phase I - Planning	\$ 10,239,424
Phase II - Design/Entitlements	\$ 18,505,154
Phase III - Construction Management	\$ 7,605,162
Subtotal - All Phases	\$ 36,349,740
10% Contingency	\$ 3,634,974
Total Contract Authorization Request	\$ 39,984,714

The proposed contract services will be partially funded by the CPO-756 Seawall and Marginal Wharf Repair Project in the amount of \$6,300,000. To date, the project has received \$9,600,000 in funding through a combination of the General Fund, Port Capital funds, and contributions from the Municipal Transportation Agency and the Planning Department. The remaining amount will be funded by other project sources that the Port is currently pursuing, including the potential 2018 Seawall General Obligation Bond.

Port staff will implement cost controls during the contract by only authorizing the expenditure of funds related to specific phases and project tasks. No amount of the contract will be authorized in excess of available funding at any point within the project and contract term. One specific area that staff will monitor relates to Stakeholder Engagement, which may have overlapping scope with the Port's Seawall Resiliency Project Communications Contract to Civic Edge, which was approved by the Port Commission on May 23, 2017 through Resolution No. 17-24. Staff will work closely with CH2M and Civic Edge to balance scope of contracts and avoid duplication of services.

Separately the Port Commission awarded Civic Edge Consulting (CEC) to lead all communications, public relations, marketing and advertising, and community engagement through the Seawall Communications Contract for the Seawall Resiliency Project. This Seawall Communications Contract includes community planning work tasks that will be needed to support the CH2M consultant team in its scope to develop Seawall improvement concepts. The work from both contracts will be issued through individual contract service orders (CSO); therefore, the Port's Communications Division, led by Renée Dunn Martin, will manage the work to ensure that redundancies do not exist in the communications work between the two contracts.

CH2M chose CEC in the Seawall Engineering Contract to provide community planning work if additional needs extend beyond the scope of the Seawall Communications Contract, to engage stakeholders in the engineering and technical studies for the Seawall improvements. Communications Director Renée Dunn Martin will coordinate directly with Steven Reel, Manager of the CH2M HILL Contract, to ensure there are no redundancies in the community planning work tasks performed by CEC.

SCHEDULE

The planned Project schedule is:

<u>Activity</u>	<u>Target Date</u>
Port Commission Request to Award Contract	August 8, 2017
Board of Supervisors Approval	September 26, 2017
Notice to Proceed	October 2, 2017
Contract Completion	October 1, 2027

CONCLUSION

Port staff has completed the Planning, Engineering, and Environmental Services RFP evaluation and selected CH2M as the most-qualified consulting firm to provide the services described in this report. Port Staff has negotiated acceptable contract terms and conditions with CH2M for providing the contract scope of services described above, within the Port's budget and funding expectations.

Staff now requests that, subject to approval of the Board of Supervisors, the Port Commission adopt the attached resolution authorizing staff to award a contract to CH2M, in the amount of \$36,349,740 and, further authorizing staff to increase the contract amount, if needed for unanticipated contingencies, by an additional \$3,634,974 (10% of \$36,349,740) for a total contract authorization not to exceed \$39,984,714.

Prepared by: Carlos Colón, Seawall Project
Administrator, Finance & Administration
Division

Meghan Wallace, Finance & Procurement
manager, Finance & Administration
Division

For: Katharine Petrucione, Deputy Director
Finance & Administration Division

and

Rod Iwashita, Deputy Director Engineering
Division

Attachments

- A: CMD LBE Pre-award Memorandum
- B: CMD Award Memorandum
- C. CH2M Ownership Change Letter

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 17-36

WHEREAS, the San Francisco Seawall is the foundation of more than three miles of San Francisco waterfront stretching from Fisherman's Wharf to Mission Creek; and

WHEREAS, the Seawall was built over 100 years ago, and requires significant improvements in order to withstand the a major earthquake and increasing flood risk from sea level rise and climate change; and

WHEREAS, the Port of San Francisco is undertaking the Seawall Resiliency Project to plan, design, entitle, and construct one or more Seawall improvement projects that will significantly lower earthquake safety and flood damage risks; and

WHEREAS, to proceed with and complete the Seawall Resiliency Project, Port staff requires specialized planning, engineering, and environmental services for the Seawall Resiliency Project; and

WHEREAS, on March 14, 2017, the Port Commission authorized staff to issue a Request for Proposals ("RFP") to solicit and select a multi-disciplinary engineering and architecture consulting team for the Seawall Resiliency Project (Port Commission Resolution 17-14); and

WHEREAS, Port staff advertised the RFP on April 24, 2017 and received five proposals on June 2, 2017, all of which were deemed responsive to the requirements of the RFP; and

WHEREAS, Port staff obtained approval from the Civil Service Commission on May 15, 2017, to contract with a private engineering firm for these consulting services; and

WHEREAS, pursuant to the RFP an evaluation panel was convened to evaluate and score proposals, and upon completion of the evaluation process the City's Contract Monitoring Division and Port staff determined the highest ranked proposer is CH2M HILL Engineers, Inc.; now, therefore be it

RESOLVED, that, subject to the approval of the Board of Supervisors, the San Francisco Port Commission hereby authorizes Port staff to award and execute a professional services agreement with CH2M Engineers, Inc., in the amount of \$36,349,740, and with a term of ten years, with an option to extend the term for one additional year in the Port's discretion; and be it further

RESOLVED, that the Port Commission also authorizes Port staff to increase the contract amount, if needed for unanticipated contingencies, by an additional \$3,634,974, for a total contract authorization not to exceed \$39,984,714; and be it further

RESOLVED, that the San Francisco Port Commission hereby authorizes Port staff to introduce legislation to the Board of Supervisors seeking authorization, pursuant to San Francisco Charter Section 9.118, to award a professional services agreement to CH2M HILL Engineers, Inc., upon the terms and conditions described above and in the accompanying staff memorandum.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of August 8, 2017.

Secretary

MEMORANDUM

September 20, 2019

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. Gail Gilman
Hon. Victor G. Makras
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Request for approval to execute an amendment to the professional services contract with CH2M HILL Engineers, Inc., for planning, engineering, and environmental services for the Waterfront Resilience Program, which includes the Embarcadero Seawall Program, the U.S. Army Corps of Engineers Flood Resiliency Study and related activities, to increase the contract by \$19,992,357, resulting in an amended contract amount not to exceed \$59,977,071

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution

EXECUTIVE SUMMARY

Port staff seeks authorization to execute an amendment to the professional services contract with CH2M HILL Engineers, Inc. (CH2M) for planning, engineering, and environmental services for the Waterfront Resilience Program (PEC Contract). For background, on August 5, 2017, the Port Commission authorized award of the existing contract to CH2M in the amount of \$36,349,740, and also authorized staff to increase the contract amount, for unanticipated contingencies, by an additional \$3,634,974 (10% of \$36,349,740) for a total contract authorization of \$39,984,714. This proposed amendment will increase the contract amount by \$19,334,390, resulting in an amended contract amount to CH2M of \$55,684,130. Port staff also seek authorization to increase the existing contract contingency, from \$3,634,974, to \$4,292,941. The total proposed increase to the not to exceed contract amount of \$19,992,357, resulting in an amended not to exceed contract amount of \$59,977,071, is 50% above the original not to exceed contract amount.

Consistent with direction from the Port Commission to expand the Port's resilience efforts Port wide and the expanded scope and scale of the ongoing U.S. Army Corps of

THIS PRINT COVERS CALENDAR ITEM NO. 8A

Engineers (USACE) San Francisco Waterfront Flood Resiliency Study (Flood Resiliency Study), Port Director Forbes formed the Port's Waterfront Resilience Program in the Port's Executive Division in February 2019. The Program includes the Embarcadero Seawall Program, the USACE Flood Resiliency Study, and related resilience planning and implementation efforts along the Port's 7½ mile jurisdiction. On August 13, 2019, Port staff delivered an informational presentation about the Waterfront Resilience Program and the proposed PEC Contract amendment¹.

Subject to authorization by the Port Commission and approval by the Board of Supervisors, Port staff will utilize the proposed contract amendment to deliver the Waterfront Resilience Program's increased level of effort for planning, engineering, and environmental services, and the Port's non-federal cost share responsibilities for the Flood Resiliency Study.

STRATEGIC OBJECTIVES

This proposed contract amendment supports the goals of the Port's Strategic Plan as follows:

Engagement

By leading an inclusive stakeholder process to develop a shared vision, goals, and principles for the Embarcadero Seawall Program and USACE Flood Resiliency Study.

Livability

By increasing the proportion of funds spent by the Port on contract services performed by LBE firms.

Resiliency

By leading the City's efforts to address threats from earthquakes and flood risk through research and infrastructure improvements to the Embarcadero Seawall and adjoining buildings and other infrastructure and to develop and implement projects that will reduce earthquake and flood damage risks Port-wide.

Sustainability

By enhancing the quality of the Bay water and habitat with the improvements, by limiting construction impacts and waste, and by sustainable design and construction best management practices.

Financial Stability

By supporting the Flood Resiliency Study which has the potential to develop a preferred flood protection project and generate significant federal funding.

¹ A copy of the staff report for this informational presentation can be found at: <https://sfport.com/file/40823>

BACKGROUND

On August 5, 2017, the Port Commission authorized award of a contract to CH2M HILL Engineers, Inc. for planning, engineering, and environmental services for the Embarcadero Seawall Program, in the sum of \$36,349,740, and authorized a 10% contract contingency fund (of \$3,634,974), for a total contract authorization not to exceed \$39,984,714, with a term of ten years and the Port's option to extend the term for one additional year.

Since the contract award, CH2M's services have progressed in the Planning Phase, and Port staff have determined that the level of effort and associated cost required to complete the phase will exceed initial estimates. The new Waterfront Resilience Program presents the need to expand the original scope of CH2M's consulting services from the Embarcadero Seawall to the Port's full 7½ mile jurisdiction. The Port's agreement for the Flood Resiliency Study, executed after the PEC Contract award to CH2M, requires a 50/50% cost sharing on the Port's part through cash payments and/or in-kind services, which the amended contract will facilitate and help accomplish.

On June 7, 2018, USACE awarded San Francisco a "new start" study appropriation to commence a General Investigation (GI) feasibility study, which would consider and recommend potential project alternatives that would reduce coastal flood risk along the San Francisco waterfront (the Flood Resiliency Study). Following the completion of the GI feasibility report, if USACE recommends and Congress approves a project for implementation, the federal government would pay for approximately two-thirds of the cost of construction, and the Port would pay for approximately one-third of the cost.

On August 14, 2018, the Port Commission authorized the Executive Director to enter into a Feasibility Cost Sharing Agreement (FCSA) with USACE to jointly pursue the Flood Resiliency Study. The Port and USACE executed the FCSA on September 5, 2018. Port staff expects to return to the Port Commission later this Fall to amend the FCSA to authorize increased Port expenditures on the Flood Resiliency Study.

Consistent with direction from the Port Commission to expand the Port's resilience efforts Portwide and the Port staff's initiative to expand the scope and scale of the Flood Resiliency Study, Director Forbes formed the Port's Waterfront Resilience Program in the Port's Executive Division in February 2019. The Program includes the Embarcadero Seawall Program, the Flood Resiliency Study and related resilience planning and implementation efforts for the Port's entire 7 ½ miles of waterfront property.

Accordingly, Port staff recommends a contract amendment for the CH2M Hill PEC that would include the scope of work described below, including contract services for the Flood Resiliency Study.

SCOPE OF WORK

Under the original contract, CH2M's work was divided into three phases:

- **Phase I: Planning** (currently in progress)
 - Management and Coordination Services
 - Community Planning and Stakeholder Engagement
 - Data Collection, Review, and Existing Conditions
 - Multi-Hazard Risk Assessment
 - Alternatives Formulation, Analysis, and Program Development
 - City Staff Training
 - Seismic Peer Review
- **Phase II: Preliminary Design and Engineering, Initial Projects** (not yet started at this time)
 - Management and Coordination Services
 - Community Planning and Stakeholder Engagement
 - Preliminary Design & Engineering
 - Pilot Projects
 - Emergency Projects, Final Design/Engineering & Construction Support
 - CEQA/NEPA Permitting
 - City Staff Training
 - Seismic Peer Review
- **Phase III: Final Design & Construction, Initial Projects** (not yet started at this time)
 - Management and Coordination Services
 - Stakeholder Management
 - Value Engineering
 - Independent Design Review

Staff proposes to increase the PEC Contract amount by \$19,334,390 to include the scope of services described below in support the Flood Resiliency Study and the Waterfront Resilience Program. The most significant tasks include:

United States Army Corps of Engineers Flood Resiliency Study In-Kind Services – Based on ongoing discussions with USACE, Port staff believes that in the 1st quarter of 2020 USACE will submit a request for a waiver to the Assistant Secretary of the Army to increase the shared cost of the Flood Resiliency Study to approximately \$20.3 million, a \$17.3 million increase from the original \$3 million reflected in the FCSA executed on September 5, 2018.

As described in the August 13, 2019 staff report to the Port Commission, the Port is obligated for a 50% share of the Flood Resiliency Study costs. In September 2018, the Port made a \$500,000 Port cash contribution to USACE. The Port's remaining share of the increased study cost is expected to be \$9.55 million, subject to an amended FCSA and approval by USACE, the Port Commission and Board of Supervisors. Under this structure and staff's recommended approach, the remaining Port contribution will be delivered through the amended scope of work for the PEC Contract totaling \$9.35 million and a \$200,000 cash payment to USACE in September 2019. The Port's contribution to the Flood Resiliency Study will thereby include the following work areas:

- Civil design
- Urban design
- Economics
- Public outreach
- National Environmental Policy Act compliance
- Economics
- Plan Formulation

Adapt + Envision – As further described in the August 13 Port Commission staff report, staff proposes additional funding to support development of the Adapt Plan and the Envision Element for the Port’s 7½ mile jurisdiction. This work includes the development of an adaptation plan (the Adapt Plan) that will identify critical components of the Port’s mid and long range planning for the waterfront in a way that supports current and near term actions such as the first Phase I Strengthen projects to improve life-safety and emergency response and the development of a recommended alternative for the USACE Flood Resiliency Study. The Adapt Plan will identify the building blocks that the Port, its partners, and stakeholders can use to prioritize initial projects and advance subsequent actions and projects over the coming decades.

This additional funding will also support the Envision Element, an interagency and public process to identify visions of the waterfront that would be resilient to year 2120 and beyond. The Envision Element will provide the Port, City departments, resource and regulatory agencies, the public and other stakeholders with an opportunity to envision different, feasible alternative shoreline configurations that would be resilient to sea levels expected in 2120 and beyond.

Multi-Hazard Risk Assessment – The Multi-Hazard Risk Assessment is the Port’s major effort to characterize earthquake and flood risks associated with the Seawall and measure the economic, societal, and environmental consequences of those risks which Port staff and the CH2M team have determined will require additional effort and resources to complete this task will exceed initial estimates, and also includes additional scope to support the Flood Resiliency Study and Waterfront Resilience Program efforts.

Advanced Earthquake Analysis, Ferry Building Area – Staff recommends additional funding for advanced seismic analysis in the Ferry Building area. This area has deep fill and Young Bay Mud² which are susceptible to lateral spreading and settlement. Policymakers will benefit from advanced 3D seismic analysis to better understand behavior of design alternatives to the structures, the BART tunnel, the ferry plaza, and the Embarcadero. This type of complex analysis will be needed to secure building permits for any type of retrofit projects in this area.

² Young Bay Mud consists of young Holocene-age marine clay and sand deposits which are weak soils. The Seawall and the fill behind it were primarily constructed on top of Young Bay Mud.

Stakeholder Engagement – Staff has developed an expanded communications and engagement scope of work from July 2019 through July 2022 for the Waterfront Resilience Program including the Embarcadero Seawall Program, USACE Flood Resiliency Study, and other efforts located on Port property including the Islais Creek Mobility Adaptation Study³. The proposed engagement scope will take place in three geographic areas along the Port of San Francisco jurisdiction — the Embarcadero, Mission Creek, and Islais Creek areas. The work scope will help the Port team achieve the following:

1. Create opportunities for broad and accessible public communication and engagement, including input to inform decisions about the Waterfront Resilience Program;
2. Identify and engage key stakeholders;
3. Create community support for immediate projects and understanding of long-term waterfront planning effort; and
4. Establish the Port as a resilience leader.

Local Business Enterprise (LBE) Support Services – Given the unique nature of the Embarcadero Seawall Program and the specialized nature of the design and construction work to deliver Phase I Strengthen projects, staff recognizes that concerted effort will be needed to reach significant levels of LBE participation. Through CH2M's amended scope of services, staff proposes to engage the services of various LBE firms to identify goals, and create and implement a plan to encourage greater LBE participation, including from minority and women owned firms, in Embarcadero Seawall Program Phase I (Strengthen projects).

Workforce Development – Working with the Office of Economic and Workforce Development's Sector Academies and Community Based Organizations (CBO) providing pre-employment services, staff propose to prepare and implement a workforce development strategy with support from the CH2M team. This strategy will focus on educating, training and placing San Francisco economically-disadvantaged residents in construction careers by leveraging and expanding the OEWD training academies to include all 26 trades to create a pool of resident workers qualified to work on Embarcadero Seawall Program Phase I (Strengthen projects).

Public Education – Creating a partnership with the Exploratorium to enhance public awareness and engagement with the Waterfront Resilience Program. The Exploratorium and Port's shared goals for this partnership include communicating action needed to address vulnerabilities of the Seawall and to engage an already active and informed community regarding elements of the Port's resilience efforts including the

³ The Islais Creek Mobility Study is a Caltrans-funded collaboration between the San Francisco Planning Department, the Port and the Municipal Transportation Agency to study of flood risks to transportation and other assets in the Islais Creek vicinity. City staff are integrating this work with the USACE Flood Study which will also examine flood risk in the Islais Creek area. For more information, see: <https://sfplanning.org/project/islais#about>

framework: Strengthen, Adapt + Envision, or other elements of the Waterfront Resilience Program.

Disaster Response Planning – Working with the Department of Emergency Management (DEM) to evaluate the disaster response criteria which – along with life safety factors – will be the primary driver for selection of Phase I projects. Port emergency response staff and DEM staff propose two table top exercises in early 2020 to evaluate 1) the areas of the northern and southern waterfront that are most important to the City's response function, and 2) how the City should amend existing Port, City and regional plans to respond to the types of potential Port damage that the Multi-Hazard Risk Assessment is expected to show.

Project Management – Staff recommends additional funding for project management to support and administer a longer-term USACE Flood Resiliency Study and Adapt + Envision planning effort than previously anticipated and to manage the additional effort described above.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION

For the existing PEC contract, CH2M committed to a LBE subcontracting participation 21% of the contract value (\$7,647,985) that was incorporated in the contract requirements. The current Phase I LBE participation is 19% of the LBE requirement \$1,447,972 through June 2019). The proposed contract amendment will increase LBE participation to 23.42% as detailed in **Table 1**.

Table 1: LBE participation with proposed amendment

LBE Supplier	Scope of Work	LBE %
AGS INC	Environmental Advisory Services Geotechnical Engineering	0.50%
BARBARY COAST CONSULTING LLC DBA CIVIC EDGE CONSULTING	Community Relations/Public Affairs Public Relations Service	1.00%
BAYCAT	Arts & Technology	0.10%
C HS Consulting Group	Transportation & Traffic Engineering	0.50%
GEOTECHNICAL CONSULTANTS INC	Geotechnical Engineering	2.00%
HOLLINS CONSULTING INC	Administrative/Scheduling and Construction Management Services	3.00%
RDJ ENTERPRISES, LLC	Community Relations/Public Affairs, EEO/ Affirmative Action/M/WB W, Assistance; Educational/Training Services	0.50%
SAYLOR CONSULTING GROUP	Value/Quality Engineering	1.30%
SEDWAY CONSULTING INC	Real Estate, Appraisers, Brokers & Agents	0.20%
SQUARE ONE PRODUCTIONS	Architectural Illustrator	0.20%
STRUCTUS INC	Structural Engineering, Architecture & Engineering	3.80%
TELAMON ENGINEERING CONSULTANTS INC	Civil Engineering, Surveying (Land & Aerial), Utilities & Power Services, CAD Design	7.90%
CopyMat	Reproduction Services, Computer Graphics and Graphic Arts, Printing & Typography, Mailing Services	0.19%
InterEthnica	Translating Services, Interpreters, Community Relations/Public Affairs	0.34%
SiteLab	Computer Aided Design, Urban & Regional Planning, Computer graphics and graphic arts, Community Relations/Public Affairs	1.27%
Bonner Communications	Event Planning and Related Services, Community Relations and Public Affairs	0.27%
Davis & Associates Communications, Inc.	Employment Development Programs; Event Planning and Related Services	0.27%
Silvestrum	Environmental Advisory Support	0.09%

FUNDING

As detailed in **Table 2**, through FY 2018-2019, the Port and City have appropriated \$20.0 million in funding to support the Embarcadero Seawall Program. Sources of these funds include the City's Revolving Fund (\$9.0 million), Port Capital (\$4.0 million), contributions from the S.F. Metropolitan Transportation Authority (SFMTA) and City Planning Department (\$2.0 million), and a grant from the California Natural Resources Agency (\$5.0 million).

On March 12, 2019, the Port Commission approved Resolution 19-08, authorizing the first issuance of the Seawall Bond for up to \$50.0 million, including issuance costs, to support the planning and preliminary design phases of the Seawall Program. The first General Obligation Bond issuance is scheduled to reimburse \$6.0 million to the City's Revolving Fund and \$3.0 million in Port/ Planning Department/ SFMTA Seawall Program expenditures to allow the Port to reallocate those funds to other non-bond eligible Embarcadero Seawall Program costs. The Port will reimburse the remaining \$3.0 million to the City's Revolving Fund after the second GO Bond sale.

On April 5, 2019, two pro se plaintiffs, Michael Denny and Nicholas Smith, filed a legal action against John Arntz, Director of Elections, and Dennis Herrera, City Attorney, alleging that San Francisco officials violated various state and local election laws in connection with the voter approval in of the Seawall Bond. On June 19, 2019, the San Francisco Superior Court granted the City's demurrer to the complaint and dismissed all of Plaintiffs' claims and entered judgment for the City. The plaintiffs have filed an appeal, and while the City Attorney advises that the lawsuit is without merit, the City has opted to delay the first bond issuance until the Controller's Office of Public Finance, Port staff and the City Attorney have analyzed the appeal.

Rather than have the Embarcadero Seawall Program delayed, on July 9, 2019 Port staff received approval from the Port Commission (Resolution No. 19-29) to authorize a supplemental appropriation request of \$11.5 million to support the Resilience Program. The request was approved by the Capital Planning Committee on July 22, 2019 and was approved by the Board of Supervisors on September 17, 2019.

Table 2: Current Program Funding Plan (\$ millions)

	Fiscal Year 16/17 17/18 18/19 19/20 20/21 21/22 22/23 23-27							
Funding Sources								
Port Capital	\$2.9		\$1.1					\$10.0
Port Harbor Funds				\$11.5	(\$11.5)			
City Revolving Fund	\$1.0	\$3.0	\$5.0		(\$6.0)	(\$3.0)		
SFMTA Contribution	\$0.5	\$0.5						
Planning Dept Contribution	\$0.5	\$0.25	\$0.25					
State Sources				\$5.0				
2018 General Obligation Bond					\$50.0	\$250.0		\$125.0
Other Funds*								
Total Planned Sources	\$4.9	\$3.8	\$11.4	\$11.5	\$32.5	\$247.0	\$0.0	\$189.0
Cumulative Sources	\$4.9	\$8.7	\$20.0	\$31.5	\$64.0	\$311.0	\$311.0	\$500.0
Current Funding								
First Bond Sale Pending Litigation								

*Pending Identification of Funds

STAFF ANALYSIS

Administrative Code 12X

Staff has examined the circumstances under which the original PEC Contract was approved with respect to compliance with Administrative Code Section 12X and the proposed amendment. Staff has concluded that both the original approval and the amendment are compliant with Section 12X.

On October 14, 2016, Mayor Edwin Lee approved Administrative Code Section 12X – which banned City-funded travel to and City contracts involving states with anti-LGBT laws. The law became operative on February 11, 2017. Under the law, a “Covered State” means any state that after June 16, 2015, has enacted a law that:

“(a) voids or repeals existing state or local protections against discrimination on the basis of Sexual Orientation, Gender Identity, or Gender Expression, or

“(b) authorizes or requires discrimination against same-sex couples or their families or that authorizes or requires discrimination on the basis of sexual orientation, gender identity, or gender expression, including any law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of Sexual Orientation, Gender Identity, or Gender Expression.”

“Covered State List” means the list maintained by the City Administrator of all states that meet the definition of a Covered State, in accordance with Section 12X.3.

The City Administrator issued an Update to Covered State List Memorandum on June 30, 2017. This memorandum included the addition of Texas to the Covered State List effective September 1, 2017.

The Port Commission authorized award of Planning, Engineering, and Environmental Services contract to CH2M HILL Engineers, Inc. on August 8, 2017 (by Resolution No. 17-36), which the Board of Supervisors approved on September 7, 2017 (by Resolution No. 351-17). At the time, CH2M HILL Engineers was headquartered in Denver, Colorado, a state that is not among the states on the Covered States List.

On August 2, 2017, Jacobs Engineering Group, Inc. (Jacobs) and CH2M Hill Companies Ltd. entered an agreement under which Jacobs would acquire all of the outstanding shares of CH2M in a cash and stock transaction. Jacobs is headquartered in Dallas, Texas which is on the Covered States List. However, CH2M stockholders approved the acquisition on December 13, 2017, after the Board of Supervisors approved the PEC Contract.

CH2M HILL, now a subsidiary of Jacobs, remains headquartered and licensed in Denver, Colorado.

Section 12X does not apply to contract amendments. Section 12X.5 states:

(a) The City shall not enter into any Contract with a Contractor that has its United States headquarters in a state on the Covered State List or where any or all of the work on the Contract will be performed in a state on the Covered State List. Notwithstanding the foregoing sentence, if, during the term of a Contract, the Contractor moves its headquarters, or the location from which it will provide services to the City, to a state on the Covered State List, such a move shall not constitute grounds to terminate the Contract [emphasis added].

PEC Contract Amendment versus Bidding

As described in the August 13, 2019 Port Commission staff report, staff indicated in the original PEC Contract Request for Proposals (RFP) that the original scope of work could be expanded to include work on a USACE Feasibility Study.

From page 3 of the RFP:

Services may also include preparation of feasibility studies for USACE CAP and GI projects and preparation of construction documents for pilot and emergency projects.

From page 6 of the RFP:

The Program must incorporate long-term planning to inform the City and Port about flood protection measures and adaptable designs that can be implemented as part of prioritized near- term and mid-term Seawall improvements, while the Port and City continue to define long-term visioning for the waterfront.

Also, from page 6 of the RFP:

The Port may ask that a USACE Feasibility Study be part of this work.

Port staff does not consider the scenario of separate bidding of the proposed amended scope of work, for a new contract, to be a viable option. A new contract award would take a minimum of six to nine months to implement, delaying vital scopes of work as described in this report.

A six to nine month delay would put at risk the Port's ability to continue to provide in-kind services and technical input to the USACE Flood Resiliency Study, which could put the Flood Resiliency Study in jeopardy. Under the FCSA with USACE, the Port must match annual spending by USACE. Reduced in-kind services from the Port would have to be offset by direct cash payments to USACE in order to avoid limiting increased federal spending on the Flood Resiliency Study.

The Flood Resiliency Study also spans the entire length of the Port's jurisdiction, including the Embarcadero Seawall, the focus of the Embarcadero Seawall Program. Creating a new contract, with coordination of a second consultant team to address overlapping areas of the Port, would likely create inefficiencies and make it significantly more difficult to align the Flood Resiliency Study with the Embarcadero Seawall Program.

Additional scopes of work, such as LBE Support Services and Workforce Development, would also be delayed and are needed to create a viable workforce and pool of LBE contractors to support the Program as it moves towards design and construction.

Amendment Scope and Budget

The proposed increased budget for the contract amendment and contingency is \$19,992,357. Port staff believes that this will be sufficient to resource the Waterfront Resilience Program, Embarcadero Seawall Program, Strengthen, Adapt and Envision, and the USACE Flood Resiliency Study. While staff does not foresee additional amendments to the PEC Contract, the following factors that could change this assessment:

- The Flood Resiliency Study could find that there is a limited or no federal interest in a flood management project along the San Francisco waterfront, because damage estimates from the current phase of the study are significantly lower than the projected costs of a project to mitigate these damages. If USACE

terminates the Flood Resiliency Study for this reason, staff would not negotiate and execute the task authorizations to support the remainder of the Flood Resiliency Study, resulting in contract savings.

- USACE could not approve a waiver of Flood Resiliency Study cost limits of \$3 million or could fail to obtain federal appropriations to fund the Flood Resiliency Study. In this instance, staff would work with USACE staff to reduce the scope and cost of the Flood Resiliency Study, subject to consultation with the Port Commission.
- The Flood Resiliency Study could identify a proposed project that is significantly larger than anticipated, requiring additional funding to complete design sufficient to support environmental analysis and a recommendation to Congress.
- The Multi-Hazard Risk Assessment for the Embarcadero Seawall Program could identify anticipated seismic and/or flood damages that are so extensive, or would significantly impede the City's disaster response capabilities, that policymakers including the Port Commission, the Board of Supervisors and the Mayor favor pursuing a significantly larger Phase 1 project than the \$500 million currently anticipated by staff. In this case, the preliminary design budget for Phase 2 of the contract would be insufficient to design the desired project to a 35% design.

RECOMMENDATION

Port staff requests that the Port Commission authorize Port staff to execute a contract amendment, subject to approval of the Board of Supervisors, to the professional services contract with CH2M HILL Engineers, Inc., for planning, engineering, and environmental services for the Embarcadero Seawall Program, the USACE Flood Resiliency Study and related activities, to increase the contract amount by \$19,334,390, resulting in an amended contract amount of \$55,684,130, and further authorize an increase in the existing contract contingency fund, from \$3,634,974, to \$4,292,941, if needed for future contract increases due to unanticipated contingencies, resulting in an amended contract amount not to exceed \$59,977,071.

Prepared by: Carlos Colón, Seawall Project Administrator
Steven Reel, Seawall Program Manager
Matt Wickens, Seawall Program Engineering Lead
Lindy Lowe, Port Resilience Officer
Kirsten Southey, Resilience Program Communications Manager

For: Katharine Petrucione, Deputy Director Finance & Administration
Brad Benson, Waterfront Resilience Director

Attachments:

Appendix A: Contract Amendment Summary

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 19-41**

WHEREAS, on March 14, 2017, the Port Commission authorized staff to issue a Request for Proposals (“RFP”) to solicit and select a multi-disciplinary engineering and architecture consulting team to provide contract services for the Seawall Resiliency Project (Port Commission Resolution 17-14); and

WHEREAS, pursuant to the RFP, an evaluation panel was convened to evaluate and score proposals, and upon completion of the evaluation process the City’s Contract Monitoring Division and Port staff determined the highest ranked proposer was CH2M HILL Engineers, Inc. (“CH2M”); and

WHEREAS, on August 8, 2017, the Port Commission authorized Port staff to award to, and execute a professional services contract with, CH2M to provide planning, engineering, and environmental services for the Seawall Resiliency Project in the amount of \$36,349,740, and with a term of ten years, with an option to extend the term for one additional year in the Port’s discretion, and authorized Port staff to increase the contract amount, if needed for unanticipated contingencies, by an additional \$3,634,974, for a total contract authorization not to exceed \$39,984,714 (Port Commission Resolution 17-36); and

WHEREAS, Port staff issued a Notice to Proceed to CH2M on November 7, 2017, to begin contract services; and

WHEREAS, on August 14, 2018, the Port Commission authorized the Port Executive Director to enter into a Feasibility Cost Sharing Agreement (FCSA) with the United States Army Corps of Engineers (“USACE”) for study of coastal flood resilience on for the Port’s entire 7½ mile jurisdiction under the USACE General Investigation program (the “Flood Resiliency Study”); and

WHEREAS, during Phase I of CH2M’s contract, Port staff and CH2M encountered unanticipated circumstances, including increased effort required to estimate potential damages to City-owned infrastructure, including utilities and transit infrastructure, the need to conduct advanced seismic analysis in the Ferry Building area, the need for increased stakeholder engagement along the Embarcadero, Mission Creek, and Islais Creek areas, and increased project management services to administer the USACE Flood Resiliency Study and related Adapt + Envision planning effort, as described in the accompanying staff report; and

WHEREAS, to fulfill these needs and address the unanticipated circumstances, the existing contract with CH2M must be amended to add this additional

scope of services and increase compensation for these services because the original contract does not meet the increased effort and support required for the Flood Resiliency Study and Waterfront Resilience Program; and

WHEREAS, Port staff now recommend that the Port Commission authorize an amendment to the planning, engineering, and environmental services contract with CH2M to expand the contract scope of services, as described, and authorize necessary funds to pay for such additional services; and

WHEREAS, Port staff have negotiated with CH2M an amount of \$19,334,390 for these additional planning, engineering, and environmental services which represents a fair and reasonable value in staff's determination given the important nature and scope of the proposed services; and

WHEREAS, the CH2M contract amendment has been approved by the Contract Monitoring Division and will incorporate the existing Local Business Enterprise subcontracting participation commitment of 21% established by the City Contract Monitoring Division; now, therefore, be it

RESOLVED, that, subject to the approval of the Board of Supervisors, the San Francisco Port Commission hereby authorizes Port staff to execute an amendment to the existing contract with CH2M Engineers, Inc., for planning, engineering, and environmental services for the Waterfront Resilience Program, which includes the Embarcadero Seawall Program, the U.S. Army Corps of Engineers Flood Resiliency Study and related activities to increase the contract amount by \$19,334,390, resulting in an amended contract amount of \$55,684,130, with no change in the contract term or duration; and be it further

RESOLVED, that the Port Commission also authorizes an increase in the existing contract contingency fund, from \$3,634,974, to \$4,292,941, if needed for future contract increases, due to unanticipated contingencies, for a total amended contract authorization not to exceed \$59,977,071; and be it further

RESOLVED, that the San Francisco Port Commission hereby authorizes Port staff to introduce legislation to the Board of Supervisors seeking approval to execute an amendment to the contract with CH2M HILL Engineers, Inc., upon the terms and conditions described above.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of September 24, 2019.

AQuesada

Secretary



MEMORANDUM

October 3, 2025

TO: MEMBERS, PORT COMMISSION
Hon. Gail Gilman, President
Hon. Stephen Engblom, Vice President
Hon. Willie Adams
Hon. Steven Lee
Hon. Ken McNeely

FROM: Elaine Forbes
Executive Director

A handwritten signature in blue ink, appearing to read "Elaine Forbes".

SUBJECT: Request approval to execute an amendment to the professional services contract with CH2M HILL Engineers, Inc., for planning, engineering, and environmental services for the Waterfront Resilience Program, which includes the Embarcadero Seawall Program, the U.S. Army Corps of Engineers Flood Resiliency Study and related activities, to increase the contract by \$500,000, resulting in an amended contract amount not to exceed \$60,477,071 with a term of ten years and the Port's option to extend the term for one additional year.

DIRECTOR'S RECOMMENDATION: Approve the Attached Resolution No. 25-68

EXECUTIVE SUMMARY

Port staff seeks authorization to execute an amendment to the professional services contract with CH2M HILL Engineers, Inc. (CH2M) for planning, engineering, and environmental services for the Waterfront Resilience Program (PEC Contract) by \$500,000, from \$59,977,071 to \$60,477,071. CH2M was acquired by Jacobs Engineering in December 2017, after the Port awarded the PEC Contract to CH2M.

Port staff have relied on this contract to advance the Waterfront Resilience Program since 2017, including support for the U.S. Army Corps of Engineers (USACE) San Francisco Waterfront Coastal Flood Study (Flood Study). The PEC Contract provides expert planning, engineering, environmental, and USACE support services, but contract capacity is nearly exhausted.

THIS PRINT COVERS CALENDAR ITEM NO. 11A

On November 25, 2024, the Port Commission authorized Port staff to advertise a request for proposals for a 5-year, \$40 million Program Advisory Services contract, with an option to extend for up to 5 years and up to an additional \$40 million, to support the Waterfront Resilience Program. Port staff is currently in the procurement process for this new contract; staff anticipate the contract will not be effective until early 2026.

To bridge the gap between now and early 2026 and keep the Flood Study on track for completion and potential Flood Study authorization in the 2026 Water Resources and Development Act, staff recommends amending the PEC Contract to add up to \$500,000 of additional capacity.

If approved by the Port Commission, Port staff will utilize the additional contract capacity to respond to USACE agency technical review comments, policy review comments, and complete the Flood Study, including the technical appendices, over the next four months, after which the Port expects the new consultant contract to be in place.

San Francisco Charter Section 9.118(b) permits the Port Commission to amend an existing professional services contract previously approved by the Board of Supervisors without further Board of Supervisors approval by up to \$500,000.

STRATEGIC OBJECTIVES

The contract will support the goals of the Port's Strategic Plan as follows:

Engagement:

By leading an inclusive stakeholder process to develop a shared vision, principles, and goals for the Waterfront Resilience Program and Flood Study.

Equity:

By developing a program-wide equity strategy that is integrated into the Port's Racial Equity Action Plan, focused on centering voices of marginalized communities through robust engagement, developing resilience projects to serve these communities, and ensuring equitable hiring and contracting to support the Program.

Resiliency:

By leading the City's efforts to address threats from earthquakes and flood risk through research and infrastructure improvements to the entire Port shoreline and adjoining buildings and other infrastructure.

Evolution:

By developing adaptation options with a long time horizon as well as near-term actions, envisioning strategies to adapt the waterfront and its uses over time, and recognizing that decisions made today influence the options available to future generations who will be addressing different environmental and social conditions.

Sustainability:

By incorporating nature-based features into the USACE draft plan for coastal flood defenses (Draft Plan) and early projects to reduce earthquake risk, enhance emergency response, and reduce early flood risk (Early Projects), to enhance the quality of the Bay water and habitat.

Productivity and Economic Recovery:

Through the investment of Proposition A Seawall Earthquake Safety Bond funding and other Port and public funding sources, and by developing strategies to defend or floodproof Port maritime and industrial facilities.

BACKGROUND

The Waterfront Resilience Program (WRP) is charged with reducing earthquake and flood risks along the Port waterfront. The WRP is managed by a dedicated group of Port staff supported by expert consultants. The WRP includes what was formerly named the Embarcadero Seawall Resiliency Project and the United States Army Corps of Engineers San Francisco Flood Study. The Flood Study is nearing completion. The Flood Study is expected to recommend a plan for coastal flood defenses for San Francisco spanning 7.5 miles of Port property with a projected cost of more than \$13 billion.

On August 8, 2017, by Resolution 17-36, the Port Commission authorized award of the existing contract to CH2M in the amount of \$36,349,740, and an additional contingency amount of \$3,634,974 (10% of \$36,349,740) for a total contract authorization of \$39,984,714, to support the Embarcadero Seawall Resiliency Project and early work with USACE to assess coastal flood risk.¹

At the time of the original contract, the Port was working with USACE to secure a General Investigation New Start to initiate the Flood Study. Congress awarded the New Start for the Flood Study in 2018. On August 14, 2018, by Resolution 18-46², the Port Commission authorized the Port Executive Director to enter into a Feasibility Cost Sharing Agreement (FCSA) with USACE for a 50-50% cost-shared study of coastal flood resilience for the Port's entire 7½ mile jurisdiction under the USACE General Investigation program.

After USACE and Port staff scoped the Flood Study, Port staff asked the Port Commission to amend the PEC Contract to provide planning, coastal engineering, geotechnical engineering, engineering for coastal flood defense systems, economic

¹ August 8, 2017 Port Commission Staff Report:

<https://www.sfport.com/meetings/san-francisco-port-commission-august-8-2017>

² August 14, 2018 Port Commission Staff Report and Resolution:

<https://www.sfport.com/meetings/san-francisco-port-commission-september-24-2019>

analysis, construction cost estimating, constructability assessment, and strategic advice to support the Flood Study and other WRP efforts.

On September 24, 2019, by Resolution 19-41, the Port Commission authorized staff to amend the existing contract amount by \$19,334,390, resulting in an amended contract amount to CH2M of \$55,684,130, and an increase to the existing contract contingency by \$657,967, resulting in an amended not-to-exceed contract amount of \$59,977,071.³

These services have been performed efficiently and with significant expertise, resulting in high-quality deliverables to support the Flood Study and other Program work, including the Embarcadero Seawall Multi-Hazard Risk Assessment and development of Embarcadero Early Projects funded by Proposition A, the 2018 Seawall Earthquake Safety Bond. On December 12, 2023, Port staff provided the Port Commission with an overview of the use of the PEC Contract and the services provided under the contract⁴.

On November 25, 2024, by Resolution 24-54, the Port Commission authorized staff to advertise a request for proposals for a 5-year, \$40 million contract, with an option to extend for up to 5 years and up to an additional \$40 million, to support the Waterfront Resilience Program.⁵ The proposed contract, called Program Advisory Services, will support the Program by providing many of the same services as the CH2M Hill contract, including technical support to complete the USACE Flood Study. The procurement is well underway; however, staff anticipate it may take until late 2025 or early 2026 to complete the procurement and execute the contract.

On December 10, 2024, by Resolution 24-61, the Port Commission authorized the Executive Director to execute amendments to the FCSA to authorize a cost-shared \$19.2 million, 8-year Flood Study consistent with Study guidance and scoping authorized by USACE and the Assistant Secretary of the Army.⁶

Staff anticipates the current contract with CH2M will reach the maximum contract value in October 2025. This will leave staff without the necessary consultant support to complete the USACE Flood Study at a critical time.

During the period between October and the anticipated effective date of the new contract, the Flood Study will advance through two critical reviews that are part of the federal process: Agency Technical Review (starting in November) and Policy Review (starting in January). During these reviews, the Flood Study project delivery team, which

³ September 24, 2109 Port Commission Staff Report: <https://www.sfport.com/meetings/san-francisco-port-commission-september-24-2019>.

⁴ December 12, 2023 Port Commission Staff Report:
<https://www.sfport.com/media/9240/download?inline=>

⁵ November 25, 2024 Port Commission Staff Report:
<https://www.sfport.com/media/10110/download?inline=>

⁶ December 10, 2024 Port Commission Staff Report:
<https://www.sfport.com/media/10134/download?inline=>

consists of USACE staff, Port staff, and PEC consultant team members, will be required to respond to technical and policy comments to the Flood Study on the path to a final report.

To successfully provide these responses and keep the multiyear Flood Study on its path to completion, Port staff is therefore recommending an amendment to the existing CH2M Contract of up to \$500,000, increasing the contract from \$59,977,071 to \$60,477,071, to continue to provide expert consulting services and strategic advice until the new contract procurement is complete and the new consultant team is under contract and working on the Program.

San Francisco Charter Section 9.118(b) permits the Port Commission to amend an existing professional services contract previously approved by the Board of Supervisors without further Board of Supervisors approval by up to \$500,000.

SCOPE OF WORK

Staff proposes to increase the CH2M Contract amount by \$500,000 to include the scope of services described below in support of the Flood Resiliency Study and the Waterfront Resilience Program and related services:

- Technical and policy comment response, incorporation of editorial and technical information for engineering, plan formulation, urban design, Engineering with Nature (EWN), environmental, Hazardous, Toxic, and Radioactive Waste (HTRW), and cultural disciplines
- Cost estimate review and comparison to other WRP program estimates (Downtown Coastal Resilience Project or South Beach Coastal Resilience Project)
- Construction schedule and implementation sequence documentation and review
- Budget and cashflow forecasting for program implementation scenarios
- Subject matter expertise pertaining to urban design, EWN, geotechnical, structural, coastal, utility, interior drainage, and civil disciplines
- Support development of plan justification narrative utilizing comprehensive benefits approach and revisions to the benefit-cost ratios
- Provide strategic guidance pertaining to approach for congressional authorization, Water Resource and Development Act amendments, and funding plan
- Support consultation with regulatory agencies and provide additional environmental analysis required for completion of National Environmental Policy Act or consultation work required during feasibility study phase

- Support for communications and stakeholder engagement

See Exhibit A for the existing scope of services for the PEC Contract.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION

CH2M committed to an LBE subcontracting participation amount of 21% that was incorporated in the contract requirements. At 99.9% contract completion, the current LBE authorization amount is 27.5% (\$16,497,529 through August 2025). The proposed not-to-exceed \$500,000 amendment to the PEC Contract represents a 0.833% increase in contract capacity.

Due to the dollar amount of the proposed contract amendment, any increase to the LBE percentage will be within 0.0% - 0.5%. CMD has been notified of the amendment under consideration. The proposed increase falls below the percentage threshold that requires CMD approval.

FUNDING

Funding for the proposed \$500,000 amendment will come from the third issuance of the Proposition A Seawall Earthquake Safety Bond, as authorized by the Port Commission by Resolution 24-55 adopted on November 25, 2024⁷.

RECOMMENDATION

Port staff requests that the Port Commission authorize Port staff to execute a contract amendment to the professional services contract with CH2M HILL Engineers, Inc., to continue the USACE Flood Resiliency Study and related activities, to increase the contract amount by \$500,000, resulting in an amended contract from \$59,977,071 to an amount not to exceed \$60,477,071. Under San Francisco Charter Section 9.1118, this amendment only requires Port Commission approval and is not subject to approval of the Board of Supervisors.

Prepared by: Carlos Colón
Waterfront Resilience Contracts Manager

Steven Reel
Waterfront Resilience Program Deputy Program Manager
Engineering & Project Delivery

⁷ November 25, 2024 Port Commission Staff Report:
<https://www.sfport.com/media/10111/download?inline=>

For: Meghan Wallace
Interim Deputy Director
Finance & Administration

Brad Benson
Waterfront Resilience Program Director

Exhibit A: PEC Contract – Existing Scope of Services

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 25-68

WHEREAS, On August 8, 2017 by Resolution 17-36, the Port Commission authorized Port staff to award to, and execute a professional services contract with CH2M to provide planning, engineering, and environmental services for the Seawall Resiliency Project (PEC Contract) in the amount of \$36,349,740, and with a term of ten years, with an option to extend the term for one additional year in the Port's discretion, and authorized Port staff to increase the contract amount, if needed for unanticipated contingencies, by an additional \$3,634,974, for a total contract authorization not to exceed \$39,984,714; and

WHEREAS, On August 14, 2018, by Resolution 18-46, the Port Commission authorized the Port Executive Director to enter into a Feasibility Cost Sharing Agreement (FCSA) with the United States Army Corps of Engineers (USACE) for study of coastal flood resilience on for the Port's entire 7½ mile jurisdiction under the USACE General Investigation program (Flood Study); and

WHEREAS, On September 24, 2019 by Resolution 19-41, the Port Commission authorized Port staff to amend the PEC Contract to provide professional services to support the Flood Study and related services, increasing contract capacity by \$19,334,390, resulting in an amended contract amount to CH2M of \$55,684,130, and an increase to the existing contract contingency by \$657,967 resulting in an amended not to exceed contract amount of \$59,977,071; and

WHEREAS, The Port Commission has subsequently authorized a series of amendments to the FCSA, culminating with an amendment authorizing a \$19.2 million, 8-year, 2-month cost-shared Flood Study authorized on December 10, 2024, by Resolution 24-61; and

WHEREAS, On November 25, 2024, by Resolution 24-54, the Port Commission authorized staff to advertise a request for proposals for a 5-year, \$40 million Program Advisory Services contract, with an option to extend up to 5 years and up to an additional \$40 million, to support the Waterfront Resilience Program; and

WHEREAS, Staff anticipates that the PEC Contract will be exhausted by the end of October 2025; and

WHEREAS, A new Program Advisory Services contract is subject to approval by the Port Commission and the Board of Supervisors and is not expected to be in place until early 2026; and

WHEREAS, During the period from November 2025 to January 2026, the Flood Study will undergo important USACE technical and policy reviews; and

WHEREAS, To obtain the professional services required to support completion of the Flood Study, Port staff now recommends that the Port Commission authorize an amendment to the PEC Contract, including the scope of services described in the staff report attached to this resolution, and authorize necessary funds to pay for such additional services; and

WHEREAS, Port staff has negotiated with CH2M an amount not to exceed \$500,000 for these additional planning, engineering, and environmental services, which represent a fair and reasonable value in staff's determination given the important nature and scope of the proposed services; and

WHEREAS, Under San Francisco Charter Section 9.118, this amendment only requires Port Commission approval and is not subject to approval of the Board of Supervisors; and

WHEREAS, Funding for the services under the PEC Contract amendment will come from the third issuance of the Proposition A Seawall Earthquake Safety Bond, authorized by the Port Commission by Resolution 24-55 on November 25, 2024; and

WHEREAS, The PEC Contract amendment has been submitted to the Contract Monitoring Division but does not require approval; now, therefore be it

RESOLVED, That the San Francisco Port Commission hereby authorizes Port staff to execute an amendment to the existing contract with CH2M Engineers, Inc., for the USACE Flood Study and related activities to increase the contract amount by \$500,000, resulting in an amended contract amount of \$60,477,071, with no change in the contract term or duration.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of October 7, 2025.

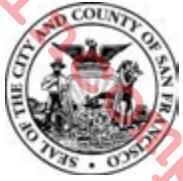
DocuSigned by:

Jenica Lin
Secretary

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Exhibit A: PEC Contract – Existing Scope of Services

TASK	DESCRIPTION	AUTHORIZED	AMENDMENT	TOTAL
PLANNING				
1.01.00	Management and Coordination of Services, Phase 1	\$8,385,456		\$8,385,456
1.02.00	Community Planning and Stakeholder Engagement, Phase 1	\$1,277,256		\$1,277,256
1.03.00	Data Collection, Review, and Existing Conditions	\$3,568,597		\$3,568,597
1.04.00	Multi-Hazard Risk Assessment	\$6,461,735		\$6,461,735
1.05.00	Alternatives Formulation, Analysis, and Program Development	\$11,973,503		\$11,973,503
1.06.00	City Staff Training, Phase 1	\$32,420		\$32,420
1.07.00	Seismic Peer Review Panel, Phase 1	\$876,577		\$876,577
1.08.00	PORT Alignment Workshop	\$60,225		\$60,225
1.09.00	USACE Feasibility Study	\$8,084,105	\$400,000	\$8,484,105
1.10.00	Workforce Development and Local Business Enterprise (LBE) Support Services	\$831,471		\$831,471
TOTAL PLANNING		\$41,551,345	\$400,000	\$41,951,345
PRELIMINARY DESIGN & ENGINEERING, INITIAL PROJECTS				
2.01.00	Management and Coordination of Services, Phase 2	\$6,622,004	\$100,000	\$6,722,004
2.02.00	Community Planning and Stakeholder Engagement, Phase 2	\$2,376,680		\$2,376,680
2.03.00	Preliminary Design & Engineering	\$8,619,154		\$8,619,154
2.04.00	Pilot Projects	\$527,215		\$527,215
2.05.00	Emergency Projects, Final Design/Engineering & Construction Support	\$0		\$0
2.06.00	CEQA/NEPA/Permitting	\$124,190		\$124,190
2.07.00	City Staff Training, Phase 2	\$0		\$0
2.08.00	Seismic Peer Review Panel, Phase 2	\$156,484		\$156,484
TOTAL PRELIMINARY DESIGN & ENGINEERING, INITIAL PROJECTS		\$18,425,727	\$100,000	\$18,525,727
TOTAL		\$59,977,071	\$500,000	\$60,477,071



San Francisco Ethics Commission

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

Received On:

260008

File #:

Bid/RFP #: 000001087

Notification of Contract Approval

SFEC Form 126(f)4

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

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

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING <i>(for amendment only)</i>
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Carlos Colon	415-274-0616
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PRT	carlos.colon@sfport.com

5. CONTRACTOR	
NAME OF CONTRACTOR Jacobs Engineering Group, Inc.	TELEPHONE NUMBER 415-356-2040
STREET ADDRESS (including City, State and Zip Code) 4 Embarcadero Center, Suite 3800, SF CA 94111	EMAIL patrick.king@jacobs.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER 000001087	FILE NUMBER (If applicable) 260008
DESCRIPTION OF AMOUNT OF CONTRACT \$40,000,000		
NATURE OF THE CONTRACT (Please describe) Program Advisory Services contract for a 5-year, \$40 million with options to extend for up to 5 years and an additional \$40 million, subject to funding availability and Program needs. The Port's Waterfront Resilience Program will utilize the Program Advisory Services Contract to provide program management, technical support, environmental review, permitting, compliance, and compensatory mitigation services, communications, workforce development, and Local Business Enterprise ("LBE") support services, independent design review, and independent cost estimating to advance Early Projects and the United States Army Corps of Engineers Flood Study and Recommended Plan.		

7. COMMENTS	

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Pragada	Bob	CEO
2	Pinkham	Louis	Board of Directors
3	Abani	Priya	Board of Directors
4	Collins	Michael	Board of Directors
5	Fernandez	Manny	Board of Directors
6	Kiser	Georgette	Board of Directors
7	Jackson	Mary	Board of Directors
8	McNamara	Robert	Board of Directors
9	Robertson	Peter	Board of Directors
10	Sloat	Julie	Board of Directors
11	Bryant	Diane	Board of Directors
12	Nathamuni	Venk	CFO
13	Caruso	Joanne	Other Principal Officer
14	Hill	Patrick	Other Principal Officer
15	Miller	Shannon	Other Principal Officer
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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48			
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50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION

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

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

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	DATE SIGNED
--	-------------



TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Boris Delepine, Port of San Francisco

DATE: December 26, 2025

SUBJECT: Professional Services Agreement

GRANT TITLE: Jacobs Engineering Group, Inc. – Waterfront Resilience Program

Attached please find the original* and 1 copy of each of the following:

Proposed resolution; original

Draft Agreement

Port Commission Resolutions

- Resolution 17-36
- Resolution 19-41
- Resolution 25-68

Ethics Form 126 (if applicable)

Departmental representative to receive a copy of the adopted resolution:

Name: Boris Delepine Phone: 415-571-6626

Interoffice Mail Address: Pier 1, The Embarcadero, San Francisco, Ca 94111

Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).