

File No. 190650

Committee Item No. 9

Board Item No. 35

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date July 10, 2019

Board of Supervisors Meeting

Date July 16, 2019

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Public Utilities Commission Resolutions
-
-
-
-
-
-
-
-
-
-
-
-
-
-

Completed by: Linda Wong Date July 5, 2019

Completed by: Linda Wong Date July 11, 2019

1 [Contract Amendment - Power Transmission Project - URS Corporation - Total Not to Exceed
2 \$11,500,000]

3 **Resolution approving Amendment No. 4 to San Francisco Public Utilities Commission**
4 **Agreement No. CS-991, Preliminary Design and Environmental Services, Power**
5 **Transmission Project, with URS Corporation Americas, to increase the amount by**
6 **\$4,000,000 for a total not to exceed amount of \$11,500,000 and extend the duration by**
7 **two years and eight months, for a total duration of 11 years and eight months; and to**
8 **execute a name change from URS Corporation Americas to URS Corporation.**

9
10 WHEREAS, On June 8, 2010, pursuant to Resolution No. 10-0091, the San Francisco
11 Public Utilities Commission (SFPUC) awarded Agreement No. CS-991, Preliminary Design
12 and Environmental Analysis Services, Power Transmission Project to URS Corporation
13 Americas (URS), and authorized the General Manager of the SFPUC to negotiate and
14 execute a professional services agreement, in the amount of \$5,000,000 and with a term of
15 three years, six months with URS (Agreement); and

16 WHEREAS, Due to a delay in issuance of the notice to URS to begin work on the
17 contract, the contract was executed with an initial term of three years, seven months, one
18 month longer than authorized by Commission Resolution No. 10-0091; and

19 WHEREAS, On January 14, 2014, pursuant to Resolution No. 14-0001, the SFPUC
20 approved Amendment No. 1 to extend the duration of the contract by five years for a total
21 contract duration of eight years, six months to ensure consultant continuity; and

22 WHEREAS, On May 24, 2016, pursuant to Resolution No. 16-0093, the SFPUC
23 approved Amendment No. 2 to increase the contract by \$2,500,000, for a total not to exceed
24 contract amount of \$7,500,000 in order to complete 35% design of the Bay Division Corridor
25 Transmission Distribution Project, with no change to the agreement duration; and

1 WHEREAS, On January 22, 2019, pursuant to Resolution No. 19-0012, the SFPUC
2 retroactively approved and ratified the execution of the Agreement with an initial term of three
3 years, seven months, which was one month longer than authorized by SFPUC Resolution
4 No. 10-0091, and Approved Amendment No. 3 to the Agreement to extend the contract
5 duration by five months for a total contract duration of nine years, with no change to the
6 agreement amount, to provide continuity in consultant services and technical construction
7 support during construction; and

8 WHEREAS, On May 28, 2019, pursuant to Resolution No. 19-0101, the SFPUC
9 authorized the General Manager of the SFPUC to seek approval from the Board of
10 Supervisors under Charter Section 9.118 for Amendment No. 4 to the Agreement to increase
11 the contract amount by \$4,000,000 and extend the contract duration by two years and eight
12 months, for a total not to exceed contract amount of \$11,500,000 and a total agreement
13 duration of 11 years and eight months to continue providing design and technical support
14 services for the Bay Corridor Transmission Distribution Project; and

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

18 WHEREAS, Funds for this agreement are available from index code 10014227 - Bay
19 Corridor Project; now, therefore, be it

20 RESOLVED, That the Board of Supervisors hereby approves Amendment No. 4 to
21 Agreement No. CS-991, Preliminary Design and Environmental Services, Power
22 Transmission Project, with URS Corporation, and authorizes the General Manager of the
23 SFPUC to execute this amendment to increase the agreement amount by \$4,000,000 and to
24 extend the agreement by two years and eight months, for a total agreement amount not to
25

1 exceed \$11,500,000 and a total contract duration of eleven years and eight months, pursuant
2 to Charter, Section 9.118; and, be it

3 FURTHER RESOLVED, That the Board approves and authorizes the General
4 Manager to execute a name change from URS Corporation, a Nevada Corporation, dba URS
5 Corporation Americas to URS Corporation; and, be it

6 FURTHER RESOLVED, That within 30 days of the contract being fully-executed by all
7 parties, the SFPUC shall provide the final contract to the Clerk of the Board for inclusion into
8 the official file.

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

**Fourth Amendment to the Agreement
Between the City and County of San Francisco and
URS Corporation for
Preliminary Design and Environmental Services for the Power Transmission Project
(CS-991)**

THIS AMENDMENT (this "Amendment") is made as of July/August, 2019 in San Francisco, California, by and between **URS Corporation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Public Utilities Commission.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to change the name of the Contractor, extend the performance period and increase the contract amount; and

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4161-08/09** on **April 1, 2019**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **19-0101** on **May 28, 2019**; and

WHEREAS, Approval for this Amendment was obtained when the San Francisco Board of Supervisors approved Resolution number on , 2019.

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated **August 1, 2010** between Contractor and City, as amended by the **First amendment** dated **January 14, 2014**, and **Second amendment** dated **June 23, 2016**, and the **Third amendment** dated **January 28, 2019**.

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

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

2a. Change of Name. This modification accomplishes a change of corporate name in which all rights and obligations of the City and of the Contractor under the Agreement are otherwise unaffected by this change. Contractor has filed documentary evidence of this change of corporate name as required by applicable state law, a copy of which is attached hereto as Appendix A and made a part hereof. The Agreement is amended by substituting the name "URS Corporation" for the name "URS Corporation, a Nevada Corporation, dba URS Corporation Americas" wherever it appears in the Agreement.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2010 to August 1, 2019.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2010 to August 31, 2022.

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

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following

City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eleven Million Five Hundred Thousand Dollars (\$11,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

2d. Section 25. Section 25 "Notice to the Parties" of the Agreement is hereby amended in its entirety to read as follows:

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

To City:

Ramon Abueg
Deputy AGM, Power Operations
SFPUC, Power Enterprise
525 Golden Gate Ave., 7th Fl. **AND**
San Francisco, CA 94102
(415) 554-1541
rabueg@sfgwater.org

David Myerson
Project Manager
SFPUC, Infrastructure Division
525 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102
(415) 934-5710
dmyerson@sfgwater.org

To Contractor: Bob Turley
AECOM
300 Lakeside Drive, Suite 400
Oakland, CA 94612
bob.turley@aecom.com

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

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

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

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

CITY

CONTRACTOR

Recommended by:

URS Corporation

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

Signature of Authorized Representative

Name of Authorized Representative

Approved as to Form:

Title

Dennis J. Herrera
City Attorney

City supplier number: 0000009069

By: _____
Gustin R. Guibert
Deputy City Attorney

Appendix A: Change of Name

**Appendix A
Change of Name**

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 19-0101

WHEREAS, On June 8, 2010, pursuant to Resolution No. 10-0091, this Commission awarded Agreement No. CS-991, Preliminary Design and Environmental Analysis Services, Power Transmission Project, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement, with a not-to-exceed amount of \$5,000,000, and with a term of three years and six months, concluding on February 1, 2014, with URS Corporation, a Nevada Corporation, dba URS Corporation Americas (URS); and

WHEREAS, Due to a delay in issuance of the notice to URS to begin work on the contract, the contract was issued with a term of three years, seven months, one month longer than authorized by Resolution No. 10-0091; and

WHEREAS, On January 14, 2014, pursuant to Resolution No. 14-0001, this Commission approved Amendment No. 1 to extend the duration of the contract by five years, for a total contract duration of eight years and seven months, with no change to the agreement amount, to ensure consultant continuity; and

WHEREAS, On May 24, 2016, pursuant to Resolution No. 16-0093, this Commission approved Amendment No. 2 to increase contract capacity by \$2,500,000, for a total not-to-exceed contract amount of \$7,500,000, to allow 35% design of the Bay Division Corridor Transmission Distribution Project; and

WHEREAS, On January 22, 2019, pursuant to Resolution No. 19-0012, this Commission (1) retroactively approved the execution of the Agreement with an initial term of three years and seven months, which is one month longer than authorized by Resolution No. 10-0091, and (2) approved Amendment No. 3 to increase the contract duration by five months, for a total contract duration of nine years, with no change to the agreement amount, to provide continuity in consultant services and technical construction support during construction; and

WHEREAS, Amendment No. 4 is requested to increase the contract capacity by \$4,000,000 and increase the contract duration by two years and eight months, for a total not-to-exceed contract amount of \$11,500,000 and a total agreement duration of 11 years and eight months to continue providing design and technical support services for the Bay Corridor Transmission Distribution Project; and

WHEREAS, An additional amendment is requested to change the name from URS Corporation, a Nevada Corporation, dba URS Corporation Americas to URS Corporation to reflect a name change; and

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

WHEREAS, Funds for this agreement are available from index code 10014227 – Bay Corridor Project; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 4 to Agreement No. CS-991, Preliminary Design and Environmental Services, Power Transmission Project, with URS, and authorizes the General Manager to execute this amendment to increase the agreement amount by \$4,000,000 and to extend the Agreement by two years and eight months, for a total agreement amount not-to-exceed \$11,500,000 and a total contract duration of 11 years and eight months, subject to Board of Supervisors approval pursuant to Charter Section 9.118; and be it.

FURTHER RESOLVED, That this Commission approves and authorizes the General Manager to execute a name change from URS Corporation, a Nevada Corporation, dba URS Corporation Americas to URS Corporation.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 28, 2019.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0091

WHEREAS, In August of 2007, the San Francisco Board of Supervisors passed Resolution 414-07 and authorized the SFPUC to use certain funds for study and development of two City-owned transmission projects; the Newark-San Francisco Project and the Potrero-Embarcadero Project. In June of 2008, the San Francisco Board of Supervisors passed Resolution 299-08, urging the San Francisco Public Utilities Commission and the City Attorney to present to the California Independent System Operator (CAISO), on an expedited basis, a transmission-only solution to the closure of the entire Potrero Power Plant, located in southeastern area of San Francisco; and

WHEREAS, It is necessary to procure the services of qualified URS Corporation to provide specialized engineering and environmental analysis services to supplement SFPUC staff; and

WHEREAS, The estimated cost of services is \$5,000,000; and

WHEREAS, The proposal was advertised on March 8, 2010; and

WHEREAS, Services are anticipated to begin in August 2010 and end in February 2014 and the duration of this agreement is three (3) years six (6) months; and

WHEREAS, SFPUC staff and Human Rights Commission (HRC) review of the proposals resulted in the establishment of URS Corporation as the best qualified consulting firms; and

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

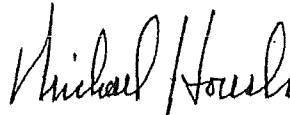
WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

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

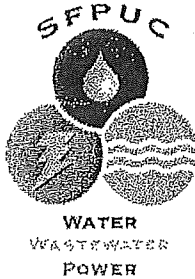
WHEREAS, Funds for this agreement will be available in two task orders from Project CUH-991 - Preliminary Design and Environmental Analysis Services, Power Transmission Project; the first task order is not-to-exceed \$3 million and the second task order is not-to-exceed \$2 million; funding for the second task order will be available in FY2011-12, subject to appropriation; now, therefore, be it

RESOLVED, This Commission hereby approves the selection of URS Corporation; awards Power Enterprise project-funded Agreement No. CS-991, Preliminary Design and Environmental Analysis Services, Power Transmission Project, to provide preliminary engineering design and environmental review CEQA services for a power transmission project; and authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement with URS Corporation for an amount not-to-exceed \$5,000,000, and with a duration of three (3) years and six (6) months, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *June 8, 2010*



Secretary, Public Utilities Commission



SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Contract Administration Bureau
Ivy V. Fine, Manager
1155 Market Street, 9th Floor, San Francisco, CA 94103 • Tel. (415) 551-4603 • Fax (415) 554-3225



September 3, 2010

GAVIN NEWSOM
MAYOR

F.X. CROWLEY
PRESIDENT

FRANCESCA VIETOR
VICE PRESIDENT

ANN MOLLER CAEN
COMMISSIONER

JULIET ELLIS
COMMISSIONER

ANSON B. MORAN
COMMISSIONER

ED HARRINGTON
GENERAL MANAGER

D. Ian Austin
URS Corporation Americas
One Montgomery Street, Suite 900
San Francisco, CA 94104-4538

- RE: 1) Notice of Contract Award – Preliminary Design and Environmental Services (CS-991)
2) Transmittal – Executed Agreement between the City and County of San Francisco Public Utilities Commission and URS Corporation Americas

Dear D. Ian Austin:

This letter provides a *notification of contract award* for the following contracted work:

BLANKET PURCHASE ORDER NO: BPUC11000036– *Work may not be charged against this blanket purchase order number*

SCOPE: To provide preliminary design and environmental services for the power transmission project.

EFFECTIVE DATE: September 3, 2010 to March 1, 2014

CONTRACT TO DATE: Total value of contract not to exceed \$ 5,000,000.00

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

Should you have any questions, please do not hesitate to contact Connie Chang at (415) 554-3497.

Enclosure: Executed Agreement

cc: Deirdre Appel
File/NCA 991

ENTREPRENEUR
9/10/10
2

PCHL2342 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
BLANKET PURCHASE ORDER WRITING

09/03/2010
12:05 PM

BPO/CONTRACT ID : BPUC11000036 ACTION IND : P COPY TYPE: (B/R)
PURCHASING TYPE : NB INTERFACE TYPE : BP PRINT : N (Y/N)
CONTRACT AMOUNT : 5,000,000.00 TERMS IND : N NOTE PAD : Y (Y/N)
REMAINING VALUE : 5,000,000.00 CONTRACT ID :
EFFECTIVE DATE : 08/01/2010 ITB ID : AWARD:
EXPIRATION DATE : 03/01/2014 F.O.B. POINT : DEST STATUS: POST
INSURANCE CERT : N DISCOUNT TERMS : NET AUTO TL: N
CHANGE NO : MULTIPLE SCHED : N * :
BPO TITLE : PRELIM DESIGN & ENVIRONMENTAL SERV CREATE : 09/01/2010
DEPARTMENT : PUC PUBLIC UTILITIES COMMI UPDATE : 09/03/2010
BUYER : WKJ WILLIAM (BILL) JONES POST : 09/03/2010
VENDOR/SUFFIX : 19103 / 01 U R S CORPORATION
ATTN-1: URS CORPORATION AMERICAS
ATTN-2:
ATTN-3:
STREET: ONE MONTGOMERY ST #900
CITY: SAN FRANCISCO ST: CA ZIP: 94104-4538 CTRY: USA
PHONE : 415-896-5858 PURCH AUTHRTY : PROFSERV-BID
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-VIEW DOC
F7-DEPT SEC F8-SEL TERMS F9-LINK F10-SAVE F11-OTH KEY F12-PRINT
G005 - PRIOR RECORD DISPLAYED

PCHL2348 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
LINK TO: BLANKET PURCHASE ORDER DETAIL ENTRY

09/03/2010
2:17 PM

BPO ID : BPUC11000036 LINE NO : 001 LEVEL CONTROL: 1
COMMODITY: 7210 SERVICES;ARCHITECTURAL,DESIGNING,ENGINEERING&S
PUR U/M : EA UNIT COST: 10,000.0000

BLOCK FUNCTION: (SPEC ID TO COPY, ISRT, DLET, DUP)
SPECIFICATION INFO BLOCK 001 OF 001
CS-991 - TO PROVIDE PRELIMINARY DESIGN AND ENVIRONMENTAL SERVICES FOR <
THE POWER TRANSMISSION PROJECT PER PUC RES 10-0091 6/8/2010, PSC <
4161-08/09 4/19/2010 <
<
<
<
<
<
<
<

SPEC IDS:
F1-HELP F2-SELECT F5-NEXT F6-VW DOC
F7-PR BLK F8-NX BLK F9-LINK F11-VW ACCT F12-LN SCHD
G014 - RECORD FOUND

PCHL2342 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
BLANKET PURCHASE ORDER WRITING

09/01/2010
5:35 PM

BPO/CONTRACT ID : BPUC11000036 ACTION IND : A COPY TYPE: (B/R)
PURCHASING TYPE : NB INTERFACE TYPE : BP PRINT : N (Y/N)
CONTRACT AMOUNT : 5,000,000.00 TERMS IND : N NOTE PAD : N (Y/N)
REMAINING VALUE : CONTRACT ID :
EFFECTIVE DATE : 08/01/2010 ITB ID : AWARD:
EXPIRATION DATE : 03/01/2014 F.O.B. POINT : DEST STATUS: APER
INSURANCE CERT : N DISCOUNT TERMS : NET AUTO TL: N
CHANGE NO : MULTIPLE SCHED : N *
BPO TITLE : PRELIM DESIGN & ENVIRONMENTAL SERV CREATE : 09/01/2010
DEPARTMENT : PUC PUBLIC UTILITIES COMMI UPDATE : 09/01/2010
BUYER : WKJ WILLIAM (BILL) JONES POST :
VENDOR/SUFFIX : 19103 / 01 U R S CORPORATION
ATTN-1: URS CORPORATION AMERICAS
ATTN-2:
ATTN-3:
STREET: ONE MONTGOMERY ST #900 ST: CA ZIP: 94104-4538 CTRY: USA
CITY: SAN FRANCISCO PURCH AUTHRTY : PROFSERV-BID
PHONE : 415-896-5858
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-VIEW DOC
F7-DEPT SEC F8-SEL TERMS F9-LINK F10-SAVE F11-OTH KEY F12-PRINT
E290 - PURCHASE ORDER IS SUBMITTED FOR APPROVAL PROCESSING

T. S. Thakur
F



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

GAVIN NEWSOM
MAYOR

MORGAN R. GORRONO
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DONALD A. CASPER
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

**MINUTES
Regular Meeting
April 19, 2010**

**2:00 p.m.
ROOM 400, CITY HALL
1 Dr. Carlton B. Goodlett Place**

CALL TO ORDER

2:24 p.m.

ROLL CALL

President Morgan R. Gorrone	Present
Vice President E. Dennis Normandy	Present
Commissioner Donald A. Casper	Present
Commissioner Mary Y. Jung	Present

President Morgan R. Gorrone presided.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

Joe Brenner, IFPTE requested to sever PSC #4113-09/10, 4122-09/10 and 4123-09/10.

APPROVAL OF MINUTES

Regular Meeting of April 5, 2010

Action: Approve. (Vote of 4 to 0)

Civil Service Commission Meeting Minutes

Regular Meeting of April 19, 2010

0155-10-8 Review of request for approval of proposed personal services contracts.
(Item No. 5)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4113-09/10	Recreation & Parks Commission	\$1,500,000	Conduct thorough peer constructability review, cost estimating and scheduling for drawings and specifications of 2008 Clean & Safe Bond projects. Reviews will be conducted to confirm completeness and coordination of trades. Includes thorough review of the design and/or contract documents relative to issues that could impact the actual construction process, including established Project Design Standards, intersystem compatibility, subsurface information, existing facilities and utilities, interfaces with existing operations and other construction projects, access, egress, availability of proposed building materials, long lead procurement, and labor sources. In addition provide independent cost estimates and engage with architect to provide reconciliation estimates when necessary or directed by RPD CM.	Regular	04/08/14
4114-09/10	Public Utilities Commission	\$3,500,000	San Francisco is interested in establishing a Community Choice Aggregation program (CCA) that would allow the City to provide energy on the behalf of business and residents of San Francisco. SFPUC is interested in contracting with an outside vendor that has the necessary expertise and experience in deploying renewable-based economic programs. The contractor shall assist SFPUC to become ready to serve retail end-use electric customers should SFPUC be called upon to do so. The proposed work shall include, but not limited to, organizational development, integrated resource planning, retail services, information technology, and legislative and regulatory affairs.	Regular	06/30/15
4019-07/08 <i>Withdrawn</i>	Public Utilities Commission	Increase Amount \$100,000 New Amount \$200,000	Will perform outreach and related activities for SFPUC projects. The work will include developing and maintaining a database of companies and related resources; marketing and promoting potential and specific SFPUC contracting opportunities. SFPUC is requesting modification of money and time because there is an ongoing need to outreach to local business enterprise/firms to ensure the participation of these firms in an effort to deliver SFPUC's major infrastructure projects on time and on budget. In particular, we need outreach services to meet Human Rights Commission's subcontracting goal requirements.	Modification	12/30/11

Civil Service Commission Meeting Minutes

Regular Meeting of April 19, 2010

4161-08/09	Public Utilities Commission	Increase Amount \$2,000,000 New Amount \$3,000,000	Will provide preliminary engineering design and cost estimates with additional environmental and permitting support services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable. Design work will include substation sites and transmission routes from the existing Newark Substation to a new substation on or near Treasure Island with additional possible connections in the Greater Bay Area. Environmental work includes preparation of CEQA documents, environmental background reports and permit applications. Coordination and work plan preparation; environmental document scoping; environmental background and field studies; alternatives analysis; preparation of draft environmental documents; public review of draft environmental documents; response to public comments; preparation of final environmental documents; and mitigation monitoring plan preparation.	Modification	8/15/14
------------	-----------------------------	---	--	--------------	---------

April 5, 2010:

- (1) Postpone PSC #s4114-09/10, 4019-07/08 and 4161-08/09 to the meeting of April 19, 2010 at the request of the Public Utilities Commission.
- (2) Postpone PSC #4113-09/10 to the meeting of April 19, 2010 at the request of IFPTE Local 21.

Speakers:

Joe Brenner, IFPTE Local 21 and Toks Ajike, Recreation and Parks Department spoke on PSC #4113-09/10.
 Kofu Domingo and Frank Smith, Public Utilities Commission spoke on PSC #4114-09/10.
 Bonita McGee and Deidre Appel, Public Utilities Commission spoke on PSC #4161-08/09.

Action:

- (1) Approve request by the Public Utilities Commission to withdraw PSC #4019-07/08. (Vote of 4 to 0)
- (2) Approve request for PSC #4113-09/10 on the condition that 1) IFPTE Local 21 members and staff be given the opportunity to raise concerns as well as request supporting documentation concerning the Peer Constructability Review's substantive content, especially as it may concern the Review's methodology and assumptions. Local 21, within a reasonable amount of time, will submit any comments concerning the Review to RPD. Recreation and Parks Department agrees to meet with Local 21 members and staff to discuss the comments, 2) All recommendations and concerns raised in the Peer Constructability Review and which need to be addressed by Local 21-represented employees will be submitted to those respective parties at least six (6) weeks prior to the project going out to bid, and a copy concurrently will be sent to Local 21, and;

0155-10-8 (continued)

- 3) A follow-up meeting will be held between RPD, DPW/BCM, and Local 21 to address comments from Local 21, including coming up with a final schedule and allocation of work. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (3) Approve request for PSC #s 4114-09/10 and 4161-08/09. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0161-10-8 Review of request for approval of proposed personal services contracts.
(Item No. 6)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4121-09/10	Human Resources	\$200,000	Provide technical consulting services necessary to 1) analyze the physical ability requirements for Q-2 Police Officer; 2) review the design and content of the current Q-2 physical ability examination, and revise it if necessary, based on those requirements to ensure the selection procedure is valid, and; 3) recommend a passing point on the physical ability examination component to ensure that it is valid and defensible.	Regular	12/31/11
4122-09/10 <i>Postpone to meeting of 5/3/10</i>	Mayor	\$520,000	Prepare ERR for MOH capital projects funded by HUD. ERR need to comply with National Environmental Policy Act, Council on Environmental Quality regulations and 24 CFR Part 58. MOH is responsible for preparing and reviewing ERR for HUD projects in San Francisco. These records include Statutory Worksheets, Environmental Assessments and Environmental Impact Statements.	Regular	06/30/15
4123-09/10	Public Utilities Commission	\$20,000,000	Provide professional construction management services to oversee the Water System Improvement Program (WSIP) construction project of the Harry Tracy Water Treatment Plant Long Term Improvements Project on behalf of the SFPUC. The work includes inspection oversight and enforcement of contract requirements for construction protocols, seismic safety design, quality compliance, and environmental mitigation measures.	Regular	06/30/15
4124-09/10	Public Utilities Commission	\$3,700,000	Specialized and technical services in the areas of recycled water treatment, storage, distribution, operations, water quality, regulatory permitting, and other additional services related to the overall development and implementation of SFPUC recycled water projects.	Regular	06/30/15

Speakers:

John Kraus, Department of Human Resources spoke on PSC #4121-09/10.
Harlan Kelly, Jr. and Carol Isen, Public Utilities Commission and Larry Wong, IFPTE Local 21 spoke on PSC #4123-09/10.

0161-10-8 (continued)

- Action:**
- (1) Postpone PSC #4122-09/10 to the meeting of May 3, 2010 at the request of the Mayor's Office of Housing. (Vote of 4 to 0)
 - (2) Approve request for PSC #4123-09/10 on the condition that 1) With respect to the long term improvement project, construction at the Harry Tracy Water Treatment Plant, on-the-job training for identified City employees willing to transition to field work after confirming their interest through a shadow program, 2) The Public Utilities Commission will issue bi-annual reports regarding its use of consultants and City staff, and 3) With respect to the hiring of 6318 and 6319 Construction Inspectors, that the Public Utilities Commission will use its best efforts to hire such City personnel provided that it maintains its management prerogative to hire or not to hire based on projections of future work. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
 - (3) Approve request for PSC #s4121-09/10 and 4124-09/10. Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0158-10-3 Salary Survey for Registered Nurse Classifications (Charter Section A8.403), 2010-2011. (Item No. 7)

Speakers: None.

Action: Adopt the report; Certify to the Board of Supervisors for the Acute Care Nursing Classifications the highest prevailing salary schedules in the six Bay Area Counties (Public & Private) in effect on April 15, 2010. (Vote of 4 to 0)

0162-10-8 Review of request for approval of proposed personal services contracts – Omit Posting. (Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4125-09/10	Police	\$2,000,000	Installation of an Automated Biometric Identification System that is being purchased to replace the current Automated Fingerprint Identification System that was installed twenty-four years ago that is now reaching end of life. This is a one time installation of crime scene investigative work stations, livescan machines and proprietary fingerprint and facial matching systems.	Regular	04/30/15

Civil Service Commission Meeting Minutes

Regular Meeting of April 19, 2010

4081-06/07	Mayor	Increase Amount \$50,000 New Amount \$95,000	Will provide loan servicing for the SF Seismic Loan Program which includes, but not limited to auditing SSLP repayment files; generating loan payment materials; processing all SSLP loan repayments; and depositing SSLP loan repayments into a City bank. Consultant will provide the Mayor's Office of Housing with audited financial reports accounting for all funds placed in escrow.	Modification	06/30/12
------------	-------	---	---	--------------	----------

Speakers: Alice Villagomez, San Francisco Police Department
 Capt. David Lazar, San Francisco Police Department
 Gordon Brussow, San Francisco Police Department

Action: Approve request for proposed personal services contracts.
 Notify the offices of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

0163-10-1 Request by the Fire Department to extend the duration of H-3 Level 1 EMT Eligible List E-21 for one additional year. (Item No. 9)

Speakers: Jesusa Bushong, San Francisco Fire Department

Action: Grant the request by the Fire Department to extend the duration of H-3 Level I EMT Eligible List E-21 for one additional year to May 10, 2011, for a total duration of four years. (Vote of 4 to 0)

0164-10-1 Status Report on Fiscal Year 2009-10 Goals and Objectives as of March 31, 2010. (Item No. 10)

Speakers: Anita Sanchez, Executive Officer

Action: Accept the report. (Vote of 4 to 0)

0165-10-1 Review of Pending Appeals as of March 31, 2010. (Item No. 11)

Speakers: Anita Sanchez, Executive Officer

Action: Accept the report. (Vote of 4 to 0)

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION (Item No. 12)

None.

COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 13)

None.

ADJOURNMENT (Item No. 14)

3:42 p.m.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0091

WHEREAS, In August of 2007, the San Francisco Board of Supervisors passed Resolution 414-07 and authorized the SFPUC to use certain funds for study and development of two City-owned transmission projects; the Newark-San Francisco Project and the Potrero-Embarcadero Project. In June of 2008, the San Francisco Board of Supervisors passed Resolution 299-08, urging the San Francisco Public Utilities Commission and the City Attorney to present to the California Independent System Operator (CAISO), on an expedited basis, a transmission-only solution to the closure of the entire Potrero Power Plant, located in southeastern area of San Francisco; and

WHEREAS, It is necessary to procure the services of qualified URS Corporation to provide specialized engineering and environmental analysis services to supplement SFPUC staff; and

WHEREAS, The estimated cost of services is \$5,000,000; and

WHEREAS, The proposal was advertised on March 8, 2010; and

WHEREAS, Services are anticipated to begin in August 2010 and end in February 2014 and the duration of this agreement is three (3) years six (6) months; and

WHEREAS, SFPUC staff and Human Rights Commission (HRC) review of the proposals resulted in the establishment of URS Corporation as the best qualified consulting firms; and

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

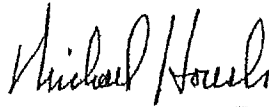
WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

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

WHEREAS, Funds for this agreement will be available in two task orders from Project CUH-991 - Preliminary Design and Environmental Analysis Services, Power Transmission Project; the first task order is not-to-exceed \$3 million and the second task order is not-to-exceed \$2 million; funding for the second task order will be available in FY2011-12, subject to appropriation; now, therefore, be it

RESOLVED, This Commission hereby approves the selection of URS Corporation; awards Power Enterprise project-funded Agreement No. CS-991, Preliminary Design and Environmental Analysis Services, Power Transmission Project, to provide preliminary engineering design and environmental review CEQA services for a power transmission project; and authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement with URS Corporation for an amount not-to-exceed \$5,000,000, and with a duration of three (3) years and six (6) months, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *June 8, 2010*



Secretary, Public Utilities Commission

FAML9560 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
VENDOR CLASS/STATUS CODE

06/21/2010
8:41 AM

VENDOR NUMBER: 19103 - U R S CORPORATION
VENDOR SUFFIX: 01

S	CLS	STA	DESCRIPTION	SRT	FRQ	DATE-1	DATE-2	PREF	%	CERTIFICATE
	BUS	TAX	EXP DT&CERT	NUM			06/30/2011			195535
	F13	YES	HRC3	INTERIM						
	FO3	YES	HRC	FORM3	PRIOR					
	HB	REQ	REQ	12B	COMPLY		06/05/1997			
	HBC	YES	COMPLIES							
	HBN	YES	COMPLIES							
	HCA	DEC	HCAODECLAR:	FILE						
	MCO	DEC	MCO	DECLARATION						

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG. F8-NEXT PG F9-LINK F11-CLASS F12-STATUS
G014 - RECORD FOUND



FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
3. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

R. Martin Czarnecki

Owner/Authorized Representative (Print) _____

R. Martin Czarnecki

Name of Firm (Print) _____

URS Corporation Americas

Title and Position _____

Senior Vice President,
Principal-in-Charge

Address, City, ZIP _____

One Montgomery St., Ste.
900, San Francisco, CA

Federal Employer Identification Number (FEIN): _____

94-1716908

Date: _____

April 29, 2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2010

PRODUCER 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37220-5191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED URS Corporation dba URS Corporation Americas 600 Montgomery Street, 26th Floor San Francisco, CA 94111	INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
	INSURER B: Zurich American Insurance Company	16535-100
	INSURER C: Insurance Company of the State of PA	19429-100
	INSURER D: Lloyd's of London & British Companies	15792-004
	INSURER E: Lexington Insurance Company	19437-000

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL4376534	5/1/2010	5/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP938521501	5/1/2010	5/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC6988231 WC6988234 WC6988230/WC6988232	1/1/2010 1/1/2010 1/1/2010	1/1/2011 1/1/2011 1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D		OTHER	PE0801821/PE0801657	5/1/2010	5/1/2011	\$2,000,000 Each Claim \$2,000,000 Aggregate
E		Professional Liability w/Limited Contractual - Claims Made Policy	015438088	5/1/2010	5/1/2011	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: SFPUC Contract #CS-991, Power Transmission Line Design.

SEE ATTACHED

CERTIFICATE HOLDER

City and County of San Francisco
 San Francisco Public Utilities Commission
 Attn: Contract Administration Bureau
 1155 Market Street, 9th Floor
 San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Willis**CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE
06/18/2010

PRODUCER 877-945-7378
 Willis Insurance Services of California, Inc.
 26 Century Blvd.
 P. O. Box 305191
 Nashville, TN 37230-5191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED URS Corporation dba URS Corporation Americas
 600 Montgomery Street, 26th Floor
 San Francisco, CA 94111

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
INSURER B: Zurich American Insurance Company	16535-100
INSURER C: Insurance Company of the State of PA	19429-100
INSURER D: Lloyd's of London & British Companies	15792-004
INSURER E: Lexington Insurance Company	19437-000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Workers Compensation - Texas
 Carrier: Illinois National Insurance Co.
 Policy No.: WC6988236
 Effective Dates: 1/1/2010 - 1/1/2011
 Statutory Limits: \$2,000,000 EL Each Accident
 \$2,000,000 EL Disease - Each Employee
 \$2,000,000 EL Disease - Policy Limit

City and County of San Francisco, its Officers, Agents and Employees are included as Additional Insured(s) as respects the General and Auto Liability policies, where required by written contract.

This insurance is Primary over any similar insurance available to any person or organization we have added to this policy as Additional Insureds.

Waiver of Subrogation applies in favor of the Additional Insured(s) as respects Workers Compensation, where required by written contract.

Coll:3047440 Tpl:1078843 Cert:14312714

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 5/1/2010 forms a part of Policy No. GL4376534 issued to URS Corporation dba URS Corporation Americas by National Union Fire Ins Co of Pittsburgh PA

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

RE: SFPUC CONTRACT #CS-991, POWER TRANSMISSION LINE DESIGN.

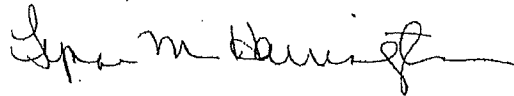
ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 5/1/2010 forms a part of Policy No. GL4376534 issued to URS Corporation dba URS Corporation Americas by National Union Fire Ins Co of Pittsburgh PA

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

CITY AND COUNTY OF SAN FRANCISCO, ITS OFFICERS, AGENTS AND EMPLOYEES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II --WHO IS AN INSURED is amended to include as an insured;

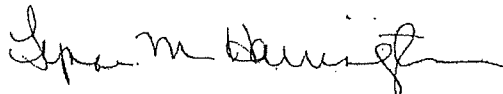
The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

97838 (4/08)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s) :
City and County of San Francisco, its Officers, Agents and Employees

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Primary Wording:

Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

This endorsement is executed by the company designated below:

Zurich American Insurance Company

Effective date 5/1/2010

Expiration Date 5/1/2011

For attachment to Policy No.'s: BAP938521501

Issued to: URS Corporation dba URS Corporation Americas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M. 5/1/2010 forms part of
Policy No. GL4376534 issued to URS Corporation dba URS Corporation Americas
by National Union Fire Ins Co of Pittsburgh PA

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED –
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

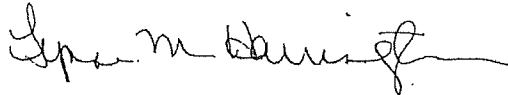
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard":

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Re: SFPUC Contract #CS-991, Power Transmission Line Design.

Person or Organization

City and County of San Francisco, its Officers, Agents and Employees

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/2010

POLICY NO: WC6988234

INSURED: URS Corporation dba URS Corporation Americas

INSURANCE COMPANY: National Union Fire Ins Co of Pittsburgh, PA

San Francisco Public Utilities Commission
City and County of San Francisco
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and
URS Corporation Americas

This Agreement is made this 1st day of August, 2010, in the City and County of San Francisco, State of California, by and between: URS Corporation Americas (URS), One Montgomery Street, San Francisco, CA 94104 hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through the San Francisco Public Utilities Commission.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department") wishes to contract for engineering, environmental analysis and power transmission consulting services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on March 8, 2010, and City selected Contractor as the highest qualified proposer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Personal Services Contract (PSC) Number 4161-06/09 on July 22, 2009 and as amended on April 19, 2010 for SFPUC Contract Number CS-991; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number 10-0091 on June 8, 2010; and

Now, THEREFORE, the parties agree as follows:

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

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **August 1, 2010 to March 1, 2014.**

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Five Million Dollars (\$5,000,000.00)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City

to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

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

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

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

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

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

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

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

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Indemnification.

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

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

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

17. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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

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

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

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

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

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

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

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

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific

performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

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

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

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

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

- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has

not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

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

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |

57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and 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. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

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

To City: Deirdre Appel
San Francisco Public Utilities Commission
1155 Market Street, 6th Floor
San Francisco, CA 94103
(tel.) 415.554-3264
E-mail: dappel@sfwater.org

To Contractor: D. Ian Austin, PhD, PE
Vice President, Marine Services
URS Corporation Americas
One Montgomery Street, Suite 900
San Francisco, CA 94104-4538
(tel.) 415.896.5858 tel ←
(Fax) 415.882.9261 fax
www.urscorp.com

D. Ian Austin @ URS Corporation

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed

under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

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

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

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

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

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence

efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages.

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

b. **Compliance and Enforcement.**

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

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

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

(2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 14%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC

Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

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

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

34. **Nondiscrimination; Penalties.**

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

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

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

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

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

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

39. **Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public

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

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

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

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

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions

of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

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

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

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

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

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

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

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

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but

Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

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

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

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

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

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

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

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

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

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

45. First Source Hiring Program.

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

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

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

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

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

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

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

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

60. Left blank by agreement of the parties. (Slavery Era Disclosure)

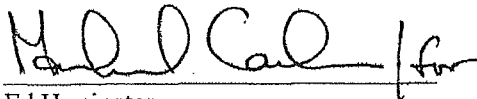
61. Left blank by agreement of the parties. (Cooperative Drafting)

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

CITY

CONTRACTOR

Approved by:

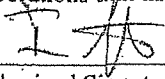


Ed Harrington
General Manager
San Francisco Public Utilities Commission

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

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

Approved as to Form:



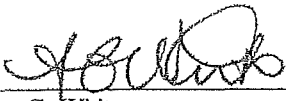
Authorized Signature

Ian Austin

Dennis J. Herrera
City Attorney

Printed Name
Vice President

Manager, Risk and Marine Services
Title

By 
John G. White
Deputy City Attorney

URS Corporation Americas

19103

City Vendor Number

One Montgomery Street
San Francisco, CA 94104

94-1716908

Federal Employer ID Number

Appendices

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

Appendix A Services to be provided by Contractor

Contractor agrees to perform said services all in accordance with the terms of this Agreement and of its proposal dated **April 29, 2010** and incorporated by reference as though fully set forth herein (to the extent not in conflict with this Agreement or the RFP). In the event of discrepancy or ambiguity, the following order of precedence shall prevail (listed in order of highest to lowest precedence: 1.) Agreement, 2.) RFP and, 3.) Contractor's Proposal (to the extent not in conflict with the foregoing).

1. Description of Services

The Contractor will work under the direction of the Power Transmission Project Manager in the SFPUC Power Enterprise and will be required to provide fully qualified and highly experienced personnel who will provide services including, but not limited to: 1) preparation of draft and final management work plans, 2) preparation of draft and final technical memorandum, 3) conduct preliminary environmental analysis, 4) identify economic and reliability impacts, 5) provide geotechnical, design or inspection services, and 6) implement and support public outreach activities. The deliverables produced by the Contractor will be used by the SFPUC in its design efforts and/or will be incorporated in the contract documentation and construction documentation as-is.

The scope of work to be performed by the Contractor will consider the following basic transmission elements. The detailed aspects of this scope will be further refined in preliminary project scoping meetings with the Contractor:

- Assess various transmission pathway alternatives from Warnerville Substation to San Francisco with consideration for two or more line capacity criteria to be finalized in detailed scope meetings with the Contractor
- Determine a preferred alternative
- Provide a preliminary design and cost estimate

The preliminary design work includes but is not limited to determining the transmission path, and the physical characteristic of new facilities such as conductors, towers/poles, cables, and DC converter stations (in south Bay AC/DC converter station at either at Treasure Island or East Bay). The preliminary design would include potential connections to the PG&E 230 kV Embarcadero station serving downtown San Francisco and potential connections to the East Bay.

The Contractor will also prepare draft and final CEQA documents and other environmental documents during the agreement period. The Contractor would likely be required to: conduct detailed surveys for biological resources (e.g., special-status species, vegetation mapping and rare plant surveys, wetland delineation, sensitive natural communities, etc.) and cultural resources (archaeological, historical, and paleontological); conduct noise surveys; conduct traffic studies; prepare visual simulations; conduct air quality modeling; conduct hazardous materials sampling/surveys; prepare mitigation, monitoring and reporting plans; and prepare draft and final versions of CEQA documents that identify the potential environmental impacts of the project. In addition, the Contractor would be required to prepare draft and final permit applications and supporting permitting documents. Multiple applications and supporting documents for certain agencies will likely be required.

Other analyses to be performed by URS include conducting load flow studies, developing conceptual single line diagrams to determine how new facilities could be integrated into the existing grid. URS will

also develop cost estimates, conduct cost benefit analyses, determine pay back and long term benefits, address right of way issues, and address the need to meet federally established reliability criteria.

Specific and detailed project scope will be determined in preliminary project meetings with the Contractor.

2. Task Orders

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

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

These following tasks provide general guidance to the Contractor as to the anticipated scope of work which the SFPUC reserves the right to modify or delete: The primary role of the Contractor will be to provide preliminary engineering design and environmental analysis services, including - but not limited to - the following:

DETAILED TASK DESCRIPTIONS

General Assumptions:

- Access to project sites will be the responsibility of SFPUC.
- The cost estimates for preparation of permits supporting documents and applications will be revisited with the SFPUC once the nature and extent of permits are known;
- In the event of changes in applicable laws, codes, regulations or interpretations after the due date for Proposals that were not or could not have been reasonably anticipated by Contractor and which result in substantive change to project design and/or the environmental documents, the Contractor will not be held responsible for resulting additional costs, fees or time, and will be entitled to reasonable additional compensation for the time and expense of responding to such changes. Contractor shall be responsible, however, to identify, analyze and report to the City pending changes to laws, codes, and regulations that would reasonably be expected to affect the design of the project or the environmental analysis.

TASK 1: Management and Coordination of Proposer's Services

Task 1 Assumptions

- The hours allotted for meetings include, in addition to the length of the meeting specified in the RFP, time for preparation of agendas and other required information, travel time to and from SFPUC offices, and preparation of meeting notes including action items.
- Meetings will generally be attended by the Project Manager, the Power Engineering Manager, and the Environmental Manager. For meetings under Subtasks 1.3.3 (Project Team Meetings), 1.3.5 (Additional Meetings as Requested), and 1.3.8 (Meetings with Other Agencies), an allowance is made for an additional person to attend some of these meetings. Technical consultation sometimes requires a resource expert's attendance. The Contractor estimated hours for such attendance; actual requirements could vary depending on the issue, and such attendance could be less than or greater than the estimate.

Task 1.1 Project Management

At project initiation, the Contractor will set up project management processes and controls systems, and enter into subcontract agreements with subcontractors. Under this task, subcontractor invoices will be prepared and reviewed for accuracy and conformance with the scope and format requirements before being provided to the SFPUC. Invoices will be submitted monthly, in a format approved by the SFPUC. The contractor will prepare and present monthly progress reports to convey the principal activities occurring during the billing period, identify work planned and important milestones for the upcoming month, summarize budget versus expenditures and actual percent complete, suggest schedule updates for discussion (if any), and identify any project issues that arise including issues or scope changes that may affect overall cost or schedule. Required HRC forms will accompany each invoice.

The Contractor will establish and maintain a hard copy Project File as well as electronic copies of project-related materials. Copies of all files will be available to the project team and SFPUC, and upon project completion, will be transferred to the SFPUC. The Contractor will keep one copy for its files.

Task 1.2 Prepare and Update Management Work Plan

The Contractor will develop a draft Management Work Plan in consultation with the SFPUC. The purpose of the Management Work Plan is to transmit pertinent information to the Contractor related to the overall conduct, coordination, and completion of services. The Management Work Plan will include a detailed explanation of the management approach, process, and methodology that the Contractor will use to identify and conduct required studies for the feasibility study, engineering tasks, CEQA process, and required permits; conduct coordination with the SFPUC, and others; and provide quality assurance and quality control procedures. The following information will be included:

- Overall project objective
- An organization chart identifying key Contractor Team members and a Contact List for the Contractor and SFPUC Team members
- Breakdown by subtask: objective of the task, brief description of the work to be accomplished, key individuals with pertinent experience responsible for the subtask, pertinent assumptions, deliverables, and budget, in substantive conformance with the final scope of work
- Detailed project schedule provided in Primavera 6 if approved by the SFPUC. The schedule will include review periods to be developed in consultation with the SFPUC and details all tasks and subtasks including sequence, duration, dependencies, milestones and deliverable dates. A draft schedule is provided in Section C. Updates to the schedule will be provided as required, in concert

with SFPUC and MEA (San Francisco Planning Department Major Environmental Analysis Division) staff.

- Cost and schedule control procedures
- Quality Assurance/Quality Control Plan
- Health & Safety Plan
- Invoicing procedures and requirements
- GIS and mapping requirements
- File management and coordination guidelines
- Communications protocols
- Contact List
- Record-keeping requirements

The Contractor will finalize the Management Work Plan within two weeks of receiving comments from SFPUC.

Task 1.3 Coordination and Consultation

This task includes meetings to consult with other SFPUC project teams and with other agencies as scoped or determined necessary by SFPUC. For all meetings, the Contractor will draft meeting agendas and finalize them after comment from SFPUC. The Contractor will draft meeting minutes, to include key issues and decisions, and action items, and will finalize them after comment from SFPUC. MEA staff, as appropriate, will provide comments.

1.3.1 Project Kick-Off Meeting

A 4-hour kick-off meeting will be held at the SFPUC's offices in San Francisco after preparation of the draft Management Work Plan, but prior to finalization of the plan. Meeting participants will include SFPUC representatives, MEA representatives, key Contractor members including the Project Manager, Power Engineer Manager, Environmental Manager, Permitting Lead, Resource Task Leaders, and a principal member of each subconsultant firm. The kick-off meeting will be an opportunity for SFPUC staff and the Contractor to review the draft Work Plan, including tasks, milestones, roles, communication protocol, budget, management protocols, project assumptions, onsite visits and access protocols, coordination processes, and any outstanding issues.

1.3.2 Progress Meetings

Progress meetings will be held with SFPUC no less than bi-weekly for the duration of the study. The Project Manager will attend all progress meetings. The Power Engineering Manager and Environmental Manager are assumed to attend half the meetings. Eighty-four (84) three (3) hour meetings are assumed over a 42-month period. The composition of other attendees would vary depending on the topic(s) to be discussed.

It is assumed that each month, one bi-weekly meeting will be held either at the SFPUC or the Contractor's San Francisco office and the second will be held via conference call. This results in cost savings to the project.

The agenda of each meeting will be set by the Contractor Project Manager in coordination with the SFPUC Project Manager and the MEA Environmental Coordinator, and will generally discuss project

schedule and progress, direction and scope of the technical sections, and key issues to be resolved/proposed solutions.

1.3.3 Design Workshops

Design Workshops are essential to the proper planning of the project. These will be a series of three (3) 4-hour meetings at which the Project Manager, Power Engineering Manager and other key engineering personnel are present, as needed. The "key issues" concerns or risks that can prevent a successful execution will be reviewed. These "key issues" are assigned to "owners" who will develop implementation plans. The summation of the detailed plans forms the basis of the Design Execution.

Workshop #1: At the inception of the work, the first of the Workshops will be conducted to capture the "key design issues" and risks from a programmatic point of view. Necessary time will be allotted to allow the participants to become familiar with the program requirements

Workshop #2: This workshop will take place upon identifying program requirements and developing an execution plan encompassing planned technical and environmental studies to implement the design and/or mitigate risks.

Workshop #3: This workshop will take place upon developing a draft conceptual design.

Other Workshops: the Contractor will prepare for and make a presentation to the SFPUC of the design and cost estimate at the draft and final deliverable milestones.

Participants in the workshops include the Contractor and SFPUC Program Managers, Power and Environmental Engineering, Right-of-Way (ROW) team, Construction experts, O&M, Procurement, Quality, Project Controls, and Subcontractors. In addition, major suppliers of key project components could be brought in to review the design issues.

1.3.4 CEQA Scoping Meeting

Under this subtask, the Project Manager, Environmental Manager, CEQA Lead and one additional team member will attend one public CEQA scoping meeting. The preparation of materials for this scoping meeting and preparation of the memorandum summarizing public comments are included under Task 4.2.2 below. One four-hour public scoping meeting is assumed.

1.3.5 Meetings with Other Agencies

Under this subtask, meetings will be held with regulatory and/or other agencies, as required for coordination to determine permit requirements or other coordination, and as requested by the SFPUC. The Project Manager, Environmental Manager and Permitting Lead are assumed to attend the meetings. The composition of other attendees would vary depending on the topic(s) to be discussed. Ten (10) four (4) hour meetings are assumed.

1.3.6 Permitting Meetings

Under this subtask, meetings will be held with the SFPUC permitting manager to discuss permitting application requirements and permitting schedules. Project Manager, Environmental Manager and Permitting Lead are assumed to attend the meetings. Twenty-four (24) two-hour meetings are assumed.

1.3.7 Additional Meetings as Requested

This task is for additional meetings not identified elsewhere in this scope of work, as requested by SFPUC or MEA during critical work phases. The Project Manager and Environmental Manager are

assumed to attend the meetings. The composition of other attendees would vary depending on the topic(s) to be discussed. Twenty (20) two (2) hour meetings and three (3) four (4) hour long meetings are assumed. It is estimated that approximately ten of the two hour meetings will be held with agencies during the site selection process.

Task 1.4 Prepare Administrative Record

Under this subtask, the Contractor will maintain project files for the administrative record, for transmittal to MEA and SFPUC. The administrative record will include all plans, reports, correspondence, and other appropriate documents pertaining to the project. One electronic copy of a fully collated, organized, indexed set of the files will be provided to MEA and SFPUC.

Task 1 Deliverables

- Monthly invoices, including HRC reports (3 Draft management work plan including QA/QC Plan, ten (10) hard copies and one copy in digital format, within three (3) weeks following Notice To Proceed;
- Final Management Work Plan including QA/QC Plan, 5 hard copies and one copy in digital format, within 6 weeks from NTP;
- Meeting agendas and minutes for project meetings and workshops, one copy in digital format;
- Monthly Progress Reports and schedule updates, one copy in electronic format, within 5 calendar days after the end of each month;
- Monthly invoices, three (3) hard copies, in accordance with City requirements;
- Project Correspondence, calculations and other project records, one copy in electronic or hard copy format; and
- Responses to review comments, one copy in electronic format.

TASK 2: Review Background Information and Prepare Technical Memoranda

The Contractor will review relevant project documents as background to the project. These will include the following:

- Feasibility studies and other documents available from the Trans Bay Cable project.
- Board of Supervisor's Resolutions 299-08 dated June 24, 2008; urging the Public Utilities Commission to present a "Transmission-Only" solution to San Francisco's electric system allowing for retirement of all in-City generation and Board of Supervisors Resolution 414-07;
- California Independent System Operator (CAISO) Application; November 2008;
- SFPUC Electricity Resource Plan (2002) and subsequent updates. (http://sfwater.org/detail.cfm/SC_ID/64/MTO_ID/128/MC_ID/7/C_ID/1346/holdSession/1)

Major technical components of the project will be identified and alternative solutions evaluated for feasibility of concept, precedence of similar projects, technical and economic need for the project, relevant industry technical experience, project development experience and lessons learned from similar projects.

The Contractor will provide a high-level site feasibility and constraints analysis of up to three offshore submarine cable route locations and up to four onshore converter site locations. Such information may include a general inventory of sensitive biological resources, cultural, and land uses (such as the Don Edward's San Francisco Bay National Wildlife Refuge) in the proximity of the converter station and submarine cable sites. GIS data on existing infrastructure (such as BART and Trans Bay Cable); known contamination at the site(s), if any; and input from resource agencies during meetings listed under Subtask 1.3.4 above. The Contractor will then prepare a technical memorandum summarizing

the findings of the analysis, and verifying the feasibility of the project design concept, as well as identifying any data gaps that may be required for completion of the project.

Task 2 Deliverables:

- Draft and final technical memoranda verifying feasibility and listing data gaps and required additional information (electronic)

TASK 3: Preliminary Design of Power Transmission Project

Power must be transmitted through a high voltage and highly efficient transmission line via either Alternating Current (AC), High Voltage Direct Current (HVDC) or Superconductor cable technologies based on the economics and reliability of the system.

The Contractor will identify and investigate potentially appropriate technologies in order to produce a comprehensive and defensible preliminary design product. An application to CAISO has been made for a HVDC submarine cable. The Contractor will thoroughly investigate constraints, limitations, power transfer capability, reactive requirements, voltage support, regulation and associated characteristics of HVDC, conventional AC transmission cables and superconducting cable technologies. The selection of the design basis for the SFPUC Power Transmission Project is discussed in greater detail under Task 3.1 and 3.2.

Task 3.1: Prepare Project Design Criteria & Alternative Analysis Report

The Contractor will develop the evaluation criteria predicated upon SFPUC's stated goals. These evaluation criteria will document the design basis for both submarine and land-based facilities. The initial chapters of the evaluation criteria will address the following system design constraints and conditions applicable to all design alternatives:

- Delivery capability and system capacity
- Short circuit MVA levels
- Submarine environmental conditions
- Existing AC interconnect voltages
- CAISO reliability criteria
- Cost recovery factor(s)
- Operational objectives
- Economic evaluation criteria (interest rate, term, AFUDC, etc.)
- Environmental constraints and opportunities
- Cost of energy loss
- Other criteria identified by the Contractor /SFPUC Team

The purpose of establishing base project criteria is to identify those evaluation criteria that are relatively uniform in their application to various alternatives for project development. Using these criteria, the Contractor will develop a series of Project Development alternatives that will provide a clear definition of competing technologies and options, in combination with environmental and other criteria specific to the alternative. The total range of alternatives may be represented by a tree matrix in which each major branch represents alternate delivery mechanisms (AC high voltage cable system, DC high

voltage cable system or superconducting cable system). Below these branches, permutations of basic assumption in regard to electrical characteristics and route will be formulated based the initial routing study effort. the Contractor will prepare will evaluate each of the sub-tier branches according to their functional, operational, performance, capital costs, operation & maintenance, life cycle costs, environmental compatibly, revenue impact and scheduling criteria. The Contractor will develop additional criteria to be used as a basis for technical evaluation of project alternatives as needed.

The Contractor will produce a ranking matrix for competing technology/design options pursuant to those alternatives showing highest level of feasibility and/or preference from SFPUC. Criteria will include applicable economic, technical, environmental feasibility, and operational considerations. The criteria will be generally determined within the Contractor in cooperation with SFPUC. It will be used to show the rank and weighting of each alternative. The matrix may include subjective factors as appropriate. The matrix analysis will assist the team in identifying preferred project alternatives and eliminating unfavorable alternatives. It will include:

- Ranking of all project alternatives with matrix evaluation
- Fatal flaw analysis for selected options
- Engineering economics studies and evaluations

The Contractor will complete the Alternative Analysis Task and the Design Criteria through the interactive preparation and issuance of an Alternative Analysis & Evaluation Report (AAR), complete with the defensible basis intended to withstand peer review by interested parties. The AAR should represent a concise and accurate comparison of technologies and their respective performance characteristics. However, other aspects of the AAR, such as estimated overall project cost and lifecycle costs, will be deemed to be indicative only, as the early conclusions of the AAR will require considerable refinement and analysis in order to achieve the desired level of accuracy by the time of the 35% Design Package. The Contractor will support, advise and consult with SFPUC through the process in order to obtain a level of confidence with the technical selection process.

Task 3.1 Deliverables:

- Design directives with consideration of key alternatives that will provide the required high reliability solution to SFPUC
- Needs and Alternatives Identification Report including but not limited to: needs definition, review of data collected/studies performed, list of reference documents/drawings, description of the problem scope, discussion of ideas, potential solutions, and preliminary screening; further details on alternatives surviving preliminary screening; estimated cost and schedule for each surviving alternative;
- Alternative Analysis & Evaluation Report (AAR) with key supporting documentation; the report will also include a full description and justification of the preferred and recommended alternative before Conceptual Engineering Report commences.
- Project Design Criteria

Task 3.2: Conceptual Engineering Report

After the Design Criteria and Alternative Analysis Report are completed, SFPUC will have a clear understanding of the alternatives and be able to select the preferred option for further engineering development.

The Contractor will prepare the draft Conceptual Engineering Report. The team will utilize drawings, calculations, computer simulations, renderings, technical analysis and other items from the Design Criteria process. They will upgrade and formalize such documents so that they may be included as the exhibits and illustrations needed to present the results of the Design Criteria and Alternative Analysis in a concise report. The Conceptual Engineering Report (CER) will include:

- Overhead and submarine transmission route maps
- High voltage cable cut sections showing primary conductors, return conductor, communications cable, as well as cable assembly characteristics and materials science or properties
- Route map showing the location of crossings of other high voltage cables, pipelines and communications conductors
- Areas of the project route requiring unique construction requirements or erosion protection
- For HVDC alternatives, converter station one line diagrams and facility layouts.
- General arrangement plan and one line diagrams for all AC substation and switchyard facilities
- References used in design development
- Results of project routing studies
- Project specifications

The CER will be a relatively comprehensive document that will provide the desired degree of engineering and analysis necessary to act as the design basis criteria for project justification with the California PUC and related Certificate of Public Convenience and Necessity (CPCN) application.

Task 3.2 Deliverables:

- Draft & Final Conceptual Engineering Report (CER) including but not limited to preliminary drawings, and maps, a comprehensive summary of project requirements and specifications, as well as special conditions related to engineering and construction of the Power Transmission Project.
- Note: The Draft and Final Technical Memorandum (TM) outlining strategies to minimize Right of Way (ROW issues and ROW agreements and easements deliverables will be provided as part of Task 3.5

Task 3.3: 35% Design Package

The Contractor will develop a 35% Design Package for the Power Transmission Project that will build upon the "preliminary documents" contained in the CER and incorporate information from the environmental feasibility study. The design package will apply whether the design is performed separately or part of an Engineering/Procurement /Construction execution process.

The 35% Design Package will include:

- Thermal cable capacity studies
- Preliminary inductive or conductive coupling evaluation related to cable and pipeline crossings
- Terminal equipment and cable grounding study
- Insulation coordination study (exclusive of DC converter station option)
- Voltage regulation and overvoltage performance study

- System loss analysis
- Power flow and contingency analysis study
- Short circuit capability study
- The following documentation and exhibits will also be included:
- Transmission route maps
- Site plans and site development concepts
- Land plots/surveys
- Available geotechnical studies
- Substation general arrangement drawings
- Substation one line diagrams
- Overall transmission system one line diagram
- Overall transmission system communications diagram
- Converter station layout and footprint for HVDC options
- Reactive compensation station layouts (if required)
- Conductor economic selection study
- Initial and lifetime project cost analysis study
- Baseline project schedule
- Other content as required and applicable

The Contractor will conduct internal quality assurance reviews of all work products to be issued with the draft 35% Design Package. Then the draft package will be issued to SFPUC for review and comment. SFPUC's comments, suggestions and directives will be discussed during the three (3) Design Workshop Meetings executed through the course of project. The Contractor will incorporate comments offered by SFPUC through the review process. Additional submittals for various components of the report will be resubmitted for additional review if deemed appropriate or required by SFPUC. Assume that twenty (20) copies and an electronic version of the 35% Design Package Report will be issued for distribution by SFPUC to stakeholders and responsible parties.

Task 3.3 Deliverables:

- Draft & Final 35% design package incorporating the comments from the draft into the final.

Task 3.4: Cost Estimates and Schedule and Constructability Reviews

As noted under the preceding task, the Contractor will utilize a matrix approach to evaluating project alternatives, including detailed construction cost and constructability reviews of each key alternative. This information will be used in evaluating and ranking transmission options.

Development of construction cost estimates for project alternatives begins with budgetary estimates developed during the Design Criteria stage. The Contractor will submit preliminary cost estimates at the Conceptual and 35% stages of the design development process. Any adjustments, comments and additions provided by SFPUC will be incorporated into each the cost estimate.

Economic modeling used for project evaluation will include:

- Initial capital development cost
- Initial cost of construction
- Short term and long term interest rates
- Allowance for funds and interest rate during construction
- Cost of loss energy, escalation
- Annual operations and maintenance cost
- ROI and ROE, as applicable
- Economic risk and sensitivity analysis
- Other factors as applicable

The Contractor will also solicit information from leading manufacturers of key project components including DC converter stations, high voltage submarine cable, filters and reactive power equipment. This experience will be invaluable in developing realistic cost estimates. Construction installation contractors will be consulted in order develop project construction costs at this stage, and to obtain detailed constructability reviews.

Components of the final cost estimate provided will include breakdowns for labor, material, equipment, indirect costs, profit, bonding, insurance, project management, construction management, test and commissioning.

Task 3.4 Deliverables:

- Draft and Final Technical Memoranda documenting the basis of the cost estimates and schedules for each design milestone. All cost estimate documentation will be provided and will include cost components for materials, labor, and equipment, indirect costs, profit, and bond. Estimates of productivity will be included and schedules will identify the critical paths and the interdependency of the various activities.
- Technical and Economic Memoranda providing the results of the constructability review process.

Task 3.5: Geotechnical and Right of Way

Geological services will be required at the proposed converter stations. The Contractor will provide seismic hazard analyses, field investigations of the two preferred sites and geotechnical analyses to support the 35% Preliminary Design. Scope includes:

- Review existing data and establish seismic design and foundation performance criteria for the project
- Perform a geologic hazards analysis and develop seismic design parameters for each site in accordance with the 2007 California Building Code (CBC) for use as inputs to the structural design
- Perform a subsurface investigation consisting of 6 soil borings and 6 cone penetration tests at each site to confirm subsurface conditions, evaluate liquefaction potential, and establish foundation performance characteristics
- Laboratory testing of soil samples recovered from the borings
- Geotechnical and foundation analyses

- Preparation of a geotechnical report for two sites presenting the results of the investigations, the findings, and recommendations

The Contractor will provide Right-of-Way will conduct a Right-of-Way survey. Based on the results of the ROW survey and will summarize the jurisdictions that the route crosses and prepare a Technical Memorandum describing the permit requirements of the jurisdictions.

Task 3.5 Deliverables:

- Draft & Final TM outlining strategies to minimize Right of Way (ROW) issues and
- ROW agreements and easements;
- Prepare draft and final Work Plans for geotechnical investigations;
- Draft and final geotechnical reports;
- Draft and final sediment sampling report;
- Draft and final Right of Way Assessment Plan;
- Draft and final Acquisition Plan and regular Status updates. List of requirements and status of land acquisition, anticipated easement and encroachment permits; and
- Draft and final TM outlining permitting requirements

TASK 4: Environmental Analysis Services

Task 4 Assumptions:

- All draft plans and reports are assumed to undergo one review cycle. Changes in input from SFPUC and/or MEA, or changes in the project, will be out of scope.

Task 4.1 Conduct Environmental Surveys and Prepare Studies

4.1.1 Prepare Environmental and Cultural Resources Survey Plans/Reports

Following the determination of the project site location, the Contractor proposes to conduct a reconnaissance of the project area, to be accompanied by SFPUC staff for access and orientation purposes. This reconnaissance will include the location of the proposed disturbance areas, along with any offsite staging areas, to acquaint the project team with the sites and surrounding areas. For many disciplines, this will be the only site visit required.

The Contractor will prepare a Draft and Final Environmental Survey Plan and Cultural Resources Survey Plan, listing existing and potential environmental studies required by the project, and identifying and describing any required regulatory agency survey protocols, a strategy for acquisition of all necessary resource agency approvals addressing all applicable local, state, and federal permit requirements (to the extent that such information is known in the absence of a final project description), and timeframes for completion. Based on preliminary information regarding the project, it is anticipated that the following studies to document existing conditions will be required (see Organization Chart for responsible team members and their affiliations):

- Air quality
- Biological resources

- Cultural resources (historical/cultural/paleontological resources), unless such information already exists
- Energy
- Geology, soils, and seismicity
- Greenhouse gases
- Hazardous materials and waste
- Hydrology and water quality (including sediment contamination)
- Land use, agricultural and recreational resources
- Noise and vibration
- Transportation
- Utilities and public services
- Visual resources

It is assumed that a wind and shadow study will not be required because the proposed Converter Station sites will be located outside of San Francisco and the height of new structures are expected to be less than 75 feet. Specific details for the individual resource studies are provided under Subtask 4.3.3 below. The Contractor will coordinate with SFPUC to collect and analyze information to complete these studies, in accordance with the regulatory agency survey protocols identified in the list of studies described above. For biological and cultural resources studies, the reports will include a draft and final report of findings, site descriptions, photographs of the survey sites, and other relevant information including the following report sections: introduction, purpose, methods (protocols followed), and survey results. For other resources, the existing conditions and pertinent regulations and policies will be identified, in a manner suitable for eventual inclusion in the Environmental Impact Report.

4.1.2 Prepare Permit Acquisition Strategy Memorandum

The Contractor will prepare a memorandum describing the strategy for acquiring all necessary resource agency approvals, addressing all applicable federal, state, and local permit requirements. This memorandum will be prepared following the completion of Subtask 4.1.1 and preparation of a project description (see Subtask 4.3.2), when the information available to identify permit requirements will be available.

Task 4.1 Deliverables:

- Draft and Final Environmental Survey Plan (including protocols developed and completion timeframes) (2 hard copies and 2 CD ROMs)
- Draft and Final Cultural Resources Survey Plan (including protocols developed and completion timeframes), and implementation, provided the surveys have not been completed, as described above (2 hard copies and 2 CD ROMs)
- Draft and Final Environmental and Cultural Resources Survey Reports, provided the surveys have not already been completed, as described above (2 hard copies and 2 CD ROMs; GIS shape files using protocols compatible with the SFPUC Enterprise GIS system)
- Permit acquisition strategy memorandum (2 hard copies and 2 CD ROMs) [

Task 4.2: CEQA Public Involvement

Task 4.2 Assumptions

- Newspaper notices will be legal notices, not display ads
- The mailing list is assumed to contain approximately 200 entries
- No updates to the mailing list are assumed

4.2.1 Develop Mailing List

The Contractor will coordinate development of a project mailing list that will identify the geographical area of interest, and Direct Mail Center, who will provide names and addresses of owners and occupants, to be prepared under the direction of the SFPUC Communications Department and MEA staff and pursuant to MEA policy. The mailing list will include:

- Property owners and occupants (if different) within 300 feet of the project area, construction staging areas, or access roads, to the extent known, to be developed with the assistance of Direct Mail Center
- Local jurisdictions where project activities would occur:
- Public agencies: federal, state, regional, local, including responsible and trustee agencies
- Cities and counties bordering on San Francisco and Newark
- Organizations and individuals who have previously requested notice
- Interest groups
- Informational repositories
- Media, as needed
- Other interested parties

The purpose of the mailing list is to provide the public with early notification of the project via the Notice of Preparation (NOP) described under Subtask 4.2.2 below, and to solicit comments about the scope and content of the EIR, in writing and/or at a CEQA Scoping Meeting, also described below. The mailing list will also be used to notify the public of the completion of the CEQA document.

4.2.2 CEQA Scoping

Prepare Notice of Preparation (NOP)

A draft NOP will be prepared by the Contractor for review by the SFPUC and MEA. The NOP will include project objectives, a project description, a general description of the project location, a U.S. Geological Survey (USGS) topographical map showing the project location, and a brief summary of probable environmental effects of the project. An Initial Study will not be prepared. The NOP will also identify the preliminary list of alternatives to be analyzed, if known.

The Draft NOP will be provided to SFPUC and MEA, for review and comment. Upon receipt of one set of consolidated comments and approval from MEA, a Final NOP will be prepared for signature and public distribution to the mailing list developed under Subtask 4.1 above.

The NOP, along with a notice of a CEQA Scoping Meeting, will be printed and distributed to the approved mailing list by Direct Mail Center pursuant to the notification requirements stated in CEQA Guidelines Section 15082(a)(3).

Provide CEQA Scoping Materials and a Scoping Meeting

A portion of a monthly project team meeting with the SFPUC and MEA (identified in Task 1.3.2) would be dedicated to determining the agenda and arrangements for the Scoping Meeting, including visual aids, handouts, etc. The Contractor will prepare meeting materials, including a one-page fact sheet and a PowerPoint presentation, in coordination with the Contractor and SFPUC Project Manager, and as approved by the MEA CEQA Coordinator. The SFPUC and MEA will approve all meeting materials. One meeting to receive comments on the draft materials and to run through the presentation is included in this task. The Environmental Manager, CEQA Lead, and one additional team member will attend the Scoping Meetings, which will be staffed and facilitated by the Contractor, and with participation by the SFPUC and MEA. Scoping meeting arrangements will include the following:

- Arrange meeting logistics: location and rental of the facilities in San Francisco, coordinate meeting supplies and materials, audio visual equipment, nametags, directional signage; provide staff support for set up.
- Prepare Scoping Meeting agenda, recommend meeting format.
- Prepare a legal notice for a local publication in a newspaper in San Francisco for public scoping meeting.
- Prepare a Scoping Meeting notice to be sent to the approved mailing list along with the NOP.
- Prepare a one-page, double-sided, 8½ × 11 or legal-sized, two-color project fact sheet that will include information about the project background, a summary description of the project and its objectives, a project schedule and a project map. The document will be informational, and suitable for use in mailing Scoping Meeting materials, as a handout at the Scoping Meeting, and as a handout at the public hearing to receive comments on the Draft EIR.
- Mail the Scoping Meeting notice, the NOP, and the fact sheet to the approved mailing list.
- Facilitate Scoping Meeting.
- Provide technical assistance for the audio-visual needs, including the design and operation of PowerPoint presentation.
- Arrange for a transcript of the Scoping Meeting.
- Develop a sign-in sheet that will be used to track attendance and update the distribution list.

A Scoping Summary Report will be prepared by the Contractor. It will include all comments received at the Scoping Meetings as well as all written comments received during the NOP comment period, and the meeting transcript. Concerns will be clearly identified and organized in this document.

A Draft Scoping Summary Report will be provided to SFPUC and MEA, for review and comment. Upon receipt of one set of consolidated comments, a Final Scoping Summary Report will be prepared.

Costs for meeting attendance are allocated under Subtask 1.3.4 above.

Task 4.2 Deliverables:

- Draft and final mailing list (electronic)

- Mandated public notices, including Draft and Final NOP and Scoping Meeting notice (preparation, circulation and posting) (drafts in electronic format; final in 2 hard copies and 2 CD ROMs)
- Draft and Final Legal Notice of scoping meeting and display ad for publication in a local newspaper advertisement (preparation and submittal), and proof of publication; (electronic)
- Draft and Final project fact sheet (draft in electronic format; final 2 hard copies and 2 CD ROMs)
- Draft and Final Public Scoping Meeting materials, including agenda, audio/visual aids as needed (preparation, distribution, and presentation); drafts in electronic format; final in hard copy and CD ROM – 2 of each)
- Assistance at public Scoping Meeting, including responding to questions, if requested
- Draft and Final Scoping Summary Report categorizing and addressing all public comments, including Scoping Meeting transcript (2 hard copies and 2 CD ROMs)

Task 4.3: Prepare 1st Admin Draft CEQA Document

Task 4.3 Assumptions

- Up to three alternatives, including the No-Project Alternative, are identified for CEQA analysis.
- No hour estimates are provided for revisions to the Environmental or Cultural Resources Survey Plans, or Addenda to survey reports, as it is not known if this will be necessary or what the level of effort will be. This depends upon the evolution of the project description.
- Field work for alternative sites is not included in this scope of work or budget

4.3.1 CEQA Alternatives Analysis

The Contractor will work iteratively with SFPUC and MEA to define a reasonable range of feasible alternatives to the proposed project. These alternatives are intended to feasibly attain most of the basic objectives of the proposed project while avoiding or substantially lessening any of the significant effects of the project. This subtask is proposed to be conducted concurrently with Subtask 4.3.2, as a good description of the proposed project and some idea of potential significant impacts are necessary to identify alternatives.

This analysis will be initiated concurrently with preparation of the site feasibility and constraints analysis performed under Task 2 above. Should additional environmental or cultural resources studies be required for this subtask, they will be identified and incorporated in a revised Environmental Survey Plan and/or revised Cultural Resources Plan, as needed, and implemented, and addenda to the survey reports will be prepared to document the results.

4.3.2 Prepare Draft Project Description

The Contractor will work iteratively with SFPUC and MEA to prepare a draft project description including appropriate figures and tables. The project description will include the project location, project goals and objectives, proposed project components, applicable Best Management Practices (BMPs), and project construction details; such as methods, site preparation, construction staging, workforce, and schedule. The description will also include information on operations and maintenance. Project description figures will delineate the project area, including staging areas and access routes. The first draft will include specific focus on the project elements that will be needed for the Notice of Preparation, and will include figures depicting the proposed improvements, as determined by the SFPUC, based on the CER. Copies will be provided to SFPUC and MEA, for review and comment.

Upon receipt of one set of consolidated comments, the Contractor will participate in a meeting with the SFPUC and MEA to review comments, confirm the project footprint and all offsite areas that would be affected, identify additional data needs, and reach agreement on other required elements needed for environmental analysis: the larger study area (for traffic, air quality, etc.), alternatives, and definitions of baseline and cumulative conditions.

The second draft of the project description will be responsive to SFPUC and MEA comments, and incorporate information received at or after the meeting described above. All final changes to the design must be agreed with SFPUC before the team can complete this task. It will be critical to limit future project refinements at this point in order to complete the environmental analysis efficiently and prevent any rework. Upon receipt of one set of consolidated comments on the second draft, the Contractor will revise the second draft and prepare a third draft of the project description, which is assumed to be suitable for use by resource specialists in completing their environmental analyses and identifying appropriate mitigation measures, if required.

A limited level of effort is included for minor additions/changes to the project description leading up to the submittal of the 1st Administrative Draft CEQA document. Substantive changes are not included in this scope of work.

4.3.3 Prepare 1st Administrative Draft CEQA Document

Significance criteria will be drafted for each resource area, based on City and County of San Francisco guidance and relevant ordinances of local jurisdictions, as appropriate. This draft will be provided to the SFPUC and MEA for review and comment. Upon receipt of one set of consolidated comments, final significance criteria will be provided and included in the CEQA document.

The Contractor will draft the cumulative impact scenario for use by the technical resource specialists in analyzing cumulative environmental impacts of the proposed project. The scenario will include a list of other reasonably foreseeable projects in the vicinity of the proposed project. This would include SFPUC facilities projects as well as other projects in the vicinity with the potential to have some relationship to the construction of the proposed project, as no operational impacts are anticipated.

A draft of the cumulative impact scenario will be provided to the SFPUC and MEA for review and comment. Upon receipt of one set of consolidated comments, the final cumulative impact scenario will be provided electronically and included in the EIR. This will be the basis upon which cumulative impact analyses will be conducted by technical resource specialists.

The Contractor will perform necessary analyses and prepare a 1st Administrative Draft EIR for review by SFPUC and MEA staff and will work with the SFPUC and MEA, through an iterative process, to develop feasible mitigation to address potentially significant adverse impacts. Mitigation may be incorporated into the project design (or project alternatives for the EIR). The significance of each impact after implementation of mitigation measures will be identified.

Individual Resource Section Descriptions

Land Use: Existing land uses and recreational resources in the project area, including water-oriented recreational activities and commercial fishing along the cable route, will be identified through a site visit, available GIS data, aerial photography, and review of General Plans and other applicable plans. Nearby sensitive land uses (i.e., residences, schools, churches, libraries), permitted uses within applicable zoning districts, local plans and policies, planned development, and land use trends will be evaluated to determine project compatibility and to identify potential conflicts that could occur during project construction and operation. The Contractor will also evaluate potential direct and indirect impacts to land

use, commercial fishing, and recreation that may occur during installation of the electric cable. Assumption: Pertinent land use plans can be found online and will not have to be purchased.

Agricultural Resources: Existing agricultural resources in the project area will be identified through a site visit, available GIS data, aerial photography, and review of General Plans and other applicable plans. If agricultural land is present in the project vicinity, the Contractor will evaluate if the project would directly or indirectly impact agricultural resources, including through premature conversion of agricultural land to non-agricultural use or cancellation of Williamson Act contracted lands.

Employment, Population, Housing: The Contractor will evaluate the project's potential impacts to employment, population, and housing during construction and operation. Pertinent labor force, population and housing data will be collected from local jurisdictions in the Bay Area and regional and state agencies to identify recent trends and existing conditions, as well as projections for future growth. This information will be summarized to provide a context in which to assess the potential direct and indirect physical impacts associated with the project (e.g., on population size and housing resources in the study area). Employment, population and housing impacts are generally social or economic in nature and not considered significant environmental impacts under CEQA, unless they can be directly linked to physical changes in the environment.

Aesthetics: Existing visual conditions in the vicinity of the project will be documented by the Contractor by taking digital photographs of the sites and surrounding viewshed. The visual assessment will also identify relevant local policies pertaining to visual resources included in the general, specific, master and area plans and guidelines of the affected cities and counties, or in the BCDC Bay Plan. Based on the information gathered and site visits, the potential temporary construction and permanent visual impacts of the proposed project on visual resources, scenic vistas and scenic views will be identified. It is assumed that long-term visual effects of the project will be limited, primarily to two converter stations (sites to be selected). It is assumed two realistic visual simulations will be prepared to represent each of these two proposed converter stations (four total visual simulations) to support the analysis and represent needed mitigation measures, if any.

Aesthetics Assumptions:

- A detailed shadow impact analysis will not be required based on the locations of the Converter Stations outside of San Francisco, and the expected height of new structures less than 75 feet
- No aboveground structures will be constructed at the San Francisco substations

Biological Resources (Terrestrial and Marine): The Contractor will summarize existing biological resources within the project area. Data sources that will be reviewed will include relevant topographic maps, U.S. Fish and Wildlife Service Species Lists, the California Department of Fish and Game Natural Diversity Database, the California Native Plant Society Rare Plant Database, and literature and other published reports relevant to the project area. In addition, the Contractor will conduct a 3-day reconnaissance-level survey of the onshore project areas to characterize habitats associated with the cable routes. The Contractor will conduct formal wetland delineations according to US Army Corps of Engineers protocols at locations potentially affected by the cable routes. It is assumed that for the most part, the cable can be routed to avoid wetlands. In-Bay portions of the project will not be surveyed, but data from various sources, including ongoing CDFG Bay fish studies, Regional Monitoring Program data, and studies conducted by various other agencies such as NMFS will be used to characterize the in-Bay habitat and resources (including known marine mammal haul-out and feeding areas, locations of special aquatic sites such as mudflats and eelgrass beds, etc.). With this information, the Contractor will prepare an existing conditions report for the terrestrial and marine environments as well as separate wetland delineation report suitable for submittal for wetland verification by the Corps.

The Contractor will use the material developed for the existing conditions report to describe the environmental setting and will assess the potential for impacts to jurisdictional wetlands and other waters of the U.S. and to habitat for special-status plant and animal species in areas that may be affected by the project. The evaluation will also include a description of other potential issues that may occur as a result of the project, such as potential impacts to raptors protected by the Migratory Bird Treaty Act (MBTA) and potential impacts to sensitive locations such as marine mammal haul-out sites and eelgrass beds. It is anticipated that multiple special-status species will occur within the project area, including but not limited to anadromous fish (including salmonids and green sturgeon), longfin smelt, salt marsh harvest mouse, snowy plover, California least tern, and rare plant species. Potential impacts to these species will be addressed.

The impacts of both construction (e.g., habitat disturbance at converter stations and cable routes on land, turbidity from cable placement in the Bay, etc.) and operation will be addressed. The Contractor will provide calculations showing the expected minimal EMF and thermal effects of HVDC cable operation and will analyze potential effects of the expected EMF and thermal effects from the HVAC cables.

Biological Resources Assumptions:

- Cable can be routed to largely avoid the most sensitive habitats (e.g., slight modifications to cable routing can be made avoid wetland areas and to use previously disturbed areas to the greatest extent possible). Since the need for wetland delineations is dependant on the specific cable routes, the extent of needed delineations is unknown at this time. It is assumed these will be minimal and can be completed in 2 field days.
- The Contractor will characterize habitat suitability for listed species, but do not propose protocol level field studies for individual plants or animal species. No specific rare plant surveys are proposed. It is assumed that the cable can be routed on land through previously disturbed areas to the extent possible.
- Preconstruction surveys are not included in this scope of work.

Cultural Resources: The cultural resources task includes archaeology, Native American coordination, architectural history, and paleontology.

Archaeology – the Contractor will initiate a records search with the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) that will address marine as well as terrestrial archaeological resources. This search will provide information on previously recorded sites, surveys and listings of properties on local, state, or federal registers. The Contractor will also contact the California Native American Heritage Commission (NAHC) for a review of its Sacred Lands Files and a list of local Native American groups and/or individuals identified by the NAHC who may have specific knowledge of the project vicinity. The Contractor will prepare a letter on behalf of the SFPUC to be sent to these groups/individuals soliciting any information or concerns they might have regarding cultural resources within the project area and surrounding vicinity. Lastly, given the extent of the project to be constructed beneath the waters of San Francisco Bay, the shipwreck database maintained by the California State Lands Commission (SLC) as well as the San Francisco Maritime Museum (SFMM) and other pertinent sources will reviewed to augment the data obtained for these unique resources.

Following the completion of the archival research, the Contractor will conduct a pedestrian archaeological survey of the onshore portion of the Area of Potential Effect (APE), after approval of the APE by SFPUC and MEA, and, if deemed appropriate, the United States Army Corps of Engineers (Corps). It is proposed that the cultural resources inventory for the offshore component of the project will utilize a phased approach for compliance with Section 106 of the National Historic Preservation Act. The offshore inventory will be conducted by the Contractor. It is assumed this phased approach will be

acceptable to both the Corps and the State Historic Preservation Officer (SHPO). The steps to be taken beyond the archival research described above for the underwater survey will be detailed in the environmental document. With this approach, completion of the environmental document will rely solely on the results of the records search information, including review of the aforementioned shipwreck data compiled by SLC, the files of the NWIC, and other pertinent sources. It is assumed that all potential submerged archaeological resources will ultimately be avoided along with potential submerged hazards, both of which will be identified by a geophysical survey prior to construction.

In addition to consideration of the effects of the project on submerged cultural resources, it is recommended that an effort be made to define the potential effects to buried archaeological resources not evident on the surface and, thus, not visible during pedestrian surveys. This effort will consist of compilation and analysis of existing geomorphology, soils, and historic maps and data, to determine the likelihood of effects to buried archaeological resources.

Historic Architecture – The Contractor will prepare a background and existing conditions report for known historic resources (buildings/structures/objects/sites/districts) within the project study area. This work will include definition of appropriate historical resources study area boundaries, identification of known historical resources (CEQA) or historic properties (Section 106) within the study area boundaries, and impact analyses for those resources. It is assumed that the existing electrical substation sites, proposed converter station sites, and cable routes have been previously surveyed for historical resources and will not require new inventory and evaluation. If unevaluated potential historic resources are identified within the project study area, the Contractor will provide an estimate for conducting the survey and evaluation of those resources for completion of the CEQA document. This scope of work assumes that all relevant historic information in the possession of the SFPUC will also be made available. If some or all of this information has already been assembled, the scope of work for this effort can be commensurately reduced.

Paleontological Resources – the Contractor will complete a literature review and museum record search, followed by a field survey at the land formations that have the potential to contain significant paleontological resources. The literature review will follow Paleontological Resources Preservation Act, CEQA and guidelines developed by the Association of Environmental Professionals and the Society of Vertebrate Paleontology (SVP). Sedimentary rock units are classified by SVP as having (a) high (or known) potential for containing significant nonrenewable paleontological resources, (b) low potential for containing nonrenewable paleontological resources, or (c) undetermined potential. The paleontological impact assessment will be based on the existing and regulatory paleontological sensitivity setting of the paleontological resources within planned areas of disturbance.

Cultural Resources Assumptions:

- The project areas have not been previously inventoried for archaeological resources and thus will require complete archaeological survey.
- Given the modern disturbances that have occurred within and surrounding the proposed project areas, it is not anticipated that archaeological deposits will be identified.

Geology, Soils, and Seismicity: An overview of the geologic, soils, and seismic setting of the project area will be documented. The existing characteristics that will be discussed include topography, regional geology, local geology, seismicity, and soils. Mineral resources will also be addressed. In order to address these factors, data will be obtained from the geotechnical investigation conducted under Task 3.5 above, as well as previous work conducted for the SFPUC and geologic maps and reports from government agencies, including the following:

- U.S. Geological Survey (USGS)

- California Geological Survey (formerly the California Division of Mines and Geology)
- Seismic Safety Elements from the General Plans of the cities of Newark, San Francisco, and Oakland
- Fault maps from various sources;
- USGS National Seismic Hazard Mapping Project for the values of Peak Ground Acceleration (PGA), if not available from other sources
- Construction reports and records for existing pipelines, if available
- Publications of the U.S. Department of Agriculture's Soil Conservation Service (now the Natural Resources Conservation Service) for distribution of soil units and representative engineering properties
- Site reconnaissance

Factors that will be considered in the impact analysis include surficial material (for example, expansive/compressive soils), proximity to active or potentially active faults, areas of landslide activity, potential for liquefaction, unstable slopes, and potential areas for erosion problems. Potential loss of mineral resources will also be identified. A brief review of potential converter station sites and cable alignments indicates that all locations will be founded on manmade fill or native soils, not bedrock. Thus, this scope assumes that naturally-occurring asbestos containing materials (serpentinite) and difficult excavation conditions will not be present at these project feature locations. Because the Potrero substation and possibly the Embarcadero substation are founded on bedrock, the tie-in may involve serpentinite and difficult excavation, which will be evaluated. The cable alignment under San Francisco Bay should encounter recently-deposited Bay mud over much of its length. It is not expected that the cable alignments would cross active faults, which could otherwise constitute a design or construction constraint.

Geology and Soils Assumptions:

- Existing references are adequate to describe existing conditions.

Hazardous Materials and Waste: The Contractor will prepare a Phase I Environmental Site Assessment (ESA) at and around the two planned electrical converter station. The ESA will identify known and potential sources of hazardous wastes in the project vicinity, i.e., with 1/8 mile of construction, including staging areas and any construction required for access. Previous documents prepared by and for the SFPUC will be reviewed, as well as documents from the Department of Toxic Substances Control, RWQCB, and other regulatory agencies obtained from on-line websites to determine the potential for encountering hazardous wastes within the project area. This information will be supplemented by a reconnaissance of the sites. A list of hazardous materials/waste sites and releases in the project area (referred to as an EDR report) will be ordered and relevant information will be included in the Phase I ESA report.

Upon completion of the Phase I ESA, the Contractor will prepare the impact analysis, including a summary of the planned construction activities; potential hazardous materials and waste issues associated with the planned activities, if any; and potential mitigation measures to address the hazardous materials and waste issues identified above.

Hazardous Materials and Waste Assumptions:

- One EDR search will be included with a search radius of 0.25 mile from the project area. Includes 5 aerial maps, 5 topographic maps, and 5 Sanborn maps.
- Files reviewed for up to 10 sites at the regulatory agencies.

- One site visit and one interview with site personnel on historical and current site uses are included.
- It is not anticipated that the converter station sites will be contaminated.
- If required, a Phase II Environmental Site Assessment will be conducted as an out-of-scope activity.

Hydrology and Water Quality: the Contractor will characterize the existing conditions and present an overview of the surface water hydrology, groundwater conditions, water quality (San Francisco Bay, surface water and groundwater) and regulatory setting relative to the project area. The project is located within the jurisdiction of the San Francisco Bay Regional Water Quality Control Board. At this time it is anticipated that the project will disturb one acre or more of land associated with the construction of the converter stations and will be required to comply with the NPDES General Permit for Discharges of Storm Water Associated with Construction Activities (2009-0009-DWQ). The project will also need to comply with the San Francisco Bay Conservation and Development Commission's requirements. This section will also discuss existing sediment contamination in San Francisco Bay and the proposed submarine cable route (including summarizing the results of the sediment sampling investigation conducted under Task 3.5), and the potential impacts to Bay water quality from disturbance of this sediment. In addition, the Contractor will review and evaluate existing available data, reports, studies, and mapping, and project-specific information available from SFPUC, such as construction reports for the cable. It is anticipated that the environmental analysis will focus primarily on construction-related impacts, including burying the cable in the bottom of the Bay, potential dredging that may be required along a portion(s) of the cable route, drilling activities that could impact groundwater, as well as stormwater runoff from onshore construction activities.

Hydrology and Water Quality Assumptions:

- No hydraulic modeling, floodplain modeling, or groundwater modeling by the Contractor will be required.
- No site visits for this analysis will be required.
- No field investigation, sampling, or analysis, or pump tests will be required on the converter station sites (sediment sampling of the submarine portion is conducted under Task 3.5)

Transportation: The Contractor will conduct a site reconnaissance of the roadways in the vicinity of the project sites in order to characterize terrestrial traffic/transportation conditions. In addition, the Contractor will obtain available traffic volume data for nearby roadways. If traffic data are not available for local residential streets, peak period traffic volume counts will be conducted at up to five locations. Based on information on existing transportation conditions and project information, the Contractor will assess the transportation impacts (i.e., traffic, transit, pedestrian, bicycle and parking) associated with construction and operation of the project for the onshore portions of the project. For offshore aspects of the project, the Contractor will evaluate the existing navigational setting, including vessel traffic and regulated navigational areas, in the Bay. Based on information on existing marine transportation, the Contractor will assess the transportation impacts (i.e., ferries, boating, fishing, and recreational activities) associated with construction and operation of the project.

Air Quality: the Contractor will characterize the existing conditions in the project area, document findings, and accurately describe the air quality environment. The survey of existing air quality will include representative meteorological and ambient air quality monitoring data from the station(s) close to the proposed project in the San Francisco Bay Area air basin. A three-year summary of pollutant concentrations will be compiled to characterize existing air quality conditions, and the attainment status of the area with respect to state and federal standards. The study will present existing pollutant emissions from stationary and mobile sources in the area, and will discuss how these pollutant emissions are reflected in ambient monitored concentrations. A regulatory and policy analysis will generally

summarize local, state, and federal clean air legislation and will specifically discuss aspects of this legislation that would apply directly to the project. Onshore construction activities that will be evaluated include fugitive dust emissions from grading activities, as well as exhaust emissions from heavy equipment use and construction-generated vehicle and truck traffic. Offshore construction activities will include the evaluation of exhaust pollutants from construction-generated marine vessel traffic. Emissions of pollutants associated with construction activities will be estimated using appropriate emission factors for construction from the California Air Resources Board or the U.S. Environmental Protection Agency (EPA). The analysis approach will follow MEA and Bay Area Air Quality Management District CEQA guidance. The effects from diesel particulate matter exhaust on cancer risk from construction activities will be discussed qualitatively, since it is assumed that there will not be sensitive receptors within 1,000 feet of either converter station site, and as such, a Health Risk Assessment is not required. Operational criteria pollutant and GHG emissions will be estimated for the anticipated emergency diesel engines and any ancillary equipment at each converter station and compared to the CEQA significance thresholds. No emissions are expected to be associated with the operation of the offshore cable.

Greenhouse Gases: the Contractor will summarize local, state, and federal legislation of greenhouse gases and will specifically discuss aspects of this legislation that would apply directly to the project. Emissions of greenhouse gases will be estimated using appropriate emission factors for construction and operations from the California Air Resources Board or EPA. The analysis and reporting of greenhouse gases is assumed to follow MEA guidance from November 4, 2009, and the Bay Area Air Quality Management District CEQA guidance, updated December 2009. If either guidance documents are updated again, the scope and cost for this analysis would be reevaluated based upon then-current guidance.

Air Quality and Greenhouse Gases Assumptions:

- It is assumed that there will not be sensitive receptors within 1,000 feet of either converter station site, and a health risk assessment will not be required.
- The cost estimate is based on November 4, 2009 guidance, to be revisited when the GHG analysis commences. Subsequent revisions to guidance would require a change in scope and potential change in costs.
- A detailed wind impact analysis will not be required based on the locations of the Converter Stations outside of San Francisco, and the expected height of new structures.

Noise: The Contractor will review relevant local plans and policies related to noise in order to determine the existing regulatory noise thresholds for the respective jurisdictions for the onshore components of the project. One-hour and 24-hour field testing will be conducted at multiple locations in the project area, primarily focusing on the proposed converter station sites. The data will be analyzed to establish the baseline environmental noise conditions. Preliminary construction plans will be reviewed, and expected construction schedule/equipment usage information will be extracted. Anticipated new noise sources during project operation will also be determined, with input from the SFPUC. The construction and permanent noise sources will be applied to a detailed 3D noise model, and the results will be analyzed. Noise from construction traffic will also be evaluated based on anticipated activities. The predicted noise data will be compared against both the existing baseline ambient data as well as the relevant noise thresholds. Magnitudes of noise impacts, if any, will be reported at all boundaries or relevant receptors. The evaluation will also assess impacts to marine life, including marine mammals. Projected underwater noise generated during construction and operation of the project will be estimated and compared to noise guidelines for marine mammals established by the National Marine Fisheries Service.

Utilities and Public Services: the Contractor will inventory existing public services (i.e., fire protection, police protection, schools, parks, hospitals, and other public facilities) and utilities (i.e., water, wastewater, electricity, gas) in the project area, based on information from the local city and county agencies, contacts with local utility providers, GIS data, information from the SFPUC, and a site reconnaissance. For offshore project components, the Contractor will also contact the State Lands Commission and cities having jurisdiction in the Bay regarding the location of existing utilities in San Francisco Bay. The evaluation will discuss whether the project has the potential to have temporary or permanent adverse effects on utilities and public services within the project area, and will identify impacts associated with the provision of new or physically altered facilities.

Task 4.3 Deliverables:

- 1st Administrative Draft EIR (10 hard copies and 10 CD ROMs)

Task 4.4: Prepare 2nd Administrative Draft CEQA Document

Task 4.4 Assumptions

- A level of effort estimate is provided. Actual costs will depend on the nature and extent of comments. Therefore, hours for subconsultants are unknown, and hours are included under the Senior Environmental Planner. Some of these hours will be allocated as comments are received from SFPUC and MEA.

The Contractor will coordinate, review, and respond to comments from SFPUC and MEA on the 1st Administrative Draft CEQA Document, and will prepare a 2nd Administrative Draft CEQA Document. The submittal will include a matrix identifying all comments and how they were addressed. Complete and thorough consolidated comments from SFPUC and MEA (and City Attorney's Office, if warranted) will be provided, so as to avoid rework.

Task 4.4 Deliverables:

- 2nd Administrative Draft CEQA Document (10 hard copies and 10 CD ROMs)

Task 4.5: Prepare Screencheck Draft, Printcheck Draft and Draft CEQA Document

Task 4.5 Assumptions

- A level of effort estimate is provided. Actual costs will depend on the nature and extent of comments. Some of these hours will be allocated as comments are received from SFPUC and MEA.
- Complete and thorough consolidated comments from SFPUC and MEA (and City Attorney's Office, if warranted) will be provided, so as to avoid rework.

4.5.1 Prepare Screencheck

The Contractor will coordinate, review, and respond to comments from SFPUC and MEA on the 2nd Administrative Draft EIR, and will prepare a Screencheck (camera-ready) Draft CEQA Document for approval. Submittal will include a matrix identifying all comments and how they were addressed.

4.5.2 Prepare Printcheck Review Draft CEQA Document

The Contractor will coordinate, review, and respond to comments from SFPUC and MEA on the Screencheck Draft EIR, and will prepare a copy of the Draft EIR for Environmental Review Officer (ERO) approval. Submittal will include a matrix identifying all comments and how they were addressed.

4.5.3 Prepare Draft CEQA Document

The Contractor will incorporate ERO comments and prepare a Public Review Draft CEQA Document.

Task 4.5 Deliverables:

- Screencheck Draft CEQA Document (10 hard copies and 10 CD ROMs)
- ERO review Draft CEQA Document (10 hard copies and 10 CD ROMs)

Task 4.6: Circulate Draft CEQA Document

4.6.1 Prepare and Circulate Notice of Completion and Draft CEQA Document

The Contractor will prepare a Notice of Completion, and produce and distribute the Public Review Draft EIR, as applicable, in accordance with CEQA requirements and the City's Administrative Code Chapter 31 requirements.

4.6.2 Public Comment Hearing

The Contractor will prepare and submit a public notice advertisement providing notice of a public comment hearing on the Draft CEQA Document. This scope assumes that the notice will be published in one newspaper in San Francisco. Three Contractors will participate in one planning meeting (under Task 1.3.3) to prepare for the public comment hearing. Presentation materials, including audio/visual aids as needed, will be provided.

Two Contractors will attend the Planning Commission's public hearing on the Public Review Draft EIR, and will assist in responding to questions from the Commission or the public. A transcript of the public comment hearing will be provided.

Task 4.6 Deliverables:

- Draft CEQA Document (assumes printing and distribution to appropriate parties; total 100 hard copies and 50 CD ROMs)
- Draft and Final Public Notice of Draft CEQA Document and public comment hearing, placement of notice in a local newspaper, and proof of publication (electronic)
- Public notice of Draft CEQA Document and public comment hearing at project sites and/or areas (preparation, posting, and submittal of verification to SFPUC and MEA) (2 hard copies and 2 CD ROMs, plus hard copies for posting)
- Draft and Final public comment hearing materials, including audio/visual aids, as needed (preparation, distribution, and presentation)
- Public hearing transcript (2 hard copies and 2 CD ROMs)

Task 4.7: Prepare Responses to Comments

Task 4.7 Assumptions

- This will be revisited with the SFPUC after comments are received. This amount could decrease or increase, depending on the nature and quantity of comments received. Therefore, hours for

subconsultants are unknown, and hours are included under the Senior Environmental Planner. Some of these hours will be allocated as comments are received from SFPUC and MEA

- Additional engineering required to revise project description in response to comments could require additional budget.

4.7.1 Prepare 1st Administrative Draft Response to Comments Document

This subtask involves collecting, cataloging, and reviewing oral and written public and agency comments on the Draft EIR, and then preparing draft responses to those comments. As a result of comments received, refinements of the project description or alternatives may be necessary and will be completed by the Contractor as directed by MEA and in consultation with SFPUC.

The draft responses prepared by the Contractor will be incorporated into a 1st Administrative Draft Response to Comments document, which will include copies of comments received on the Draft EIR, responses to those comments, and an indication of any proposed changes to the text of the Draft EIR that result.

4.7.2 Prepare 2nd Administrative Draft Responses to Comments

The Contractor will coordinate, review, and respond to comments from SFPUC and MEA on the 1st Administrative Draft Responses to Comments Document, and will prepare a 2nd Administrative Draft Responses to Comments Document. The submittal will include a matrix identifying all comments and how they were addressed.

4.7.3 Prepare Screencheck Responses to Comments Document

The Contractor will coordinate, review, and respond to comments from SFPUC and MEA on the 2nd Administrative Draft Responses to Comments Document, and will prepare a Screencheck (camera-ready) Responses to Comments Document, for approval. The submittal will include a matrix identifying all comments and how they were addressed.

4.7.4 Prepare ERO Review Responses to Comments Document

The Contractor will coordinate, review, and respond to comments from SFPUC and MEA on the Screencheck Responses to Comments Document, and will prepare a copy of the Responses to Comments Document for ERO approval. The submittal will include a matrix identifying all comments and how they were addressed. This subtask is added to the RFP's list of tasks as it is understood it is required.

4.7.5 Prepare and Distribute Final Responses to Comments Document

The Contractor will incorporate ERO comments and prepare a final Responses to Comments Document, and will print and distribute the document to all commenter's, interested parties, and responsible and trustee agencies, in advance of the certification hearing at the Planning Commission.

4.7.6 Finalize Administrative Record

The materials collected under Subtask 1.4 will be indexed, collated, and reviewed for completeness, and printed and scanned onto a CD ROM.

Task 4.7 Deliverables:

- 1st Administrative Draft Response to Comments document (10 hard copies and 10 CD ROMs)
- 2nd Administrative Draft Response to Comments document (10 hard copies and 10 CD ROMs)

- Screencheck Draft Response to Comments document (10 hard copies and 10 CD ROMs)
- ERO Responses to Comments document (2 hard copies and 2 CD ROMs)
- Final Response to Comments document (30) hard copies and 10 CD ROMs)
- Administrative Record (2 hard copies and 2 CD ROMs)

Task 4.8: Prepare Mitigation, Monitoring and Reporting Program

The Contractor will assist the SFPUC and MEA in the development of a draft and final Mitigation, Monitoring and Reporting Program (MMRP), and will assist the SFPUC and MEA in coordinating MMRP preparation with the SFPUC and other City departments, and regulatory/approving agencies. The MMRP will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less-than-significant level, as identified in the Final EIR. The MMRP will identify all construction and post-construction monitoring and responsible parties to meet environmental and regulatory requirements.

Task 4.8 Deliverable:

- Draft and Final MMRP (20 hard copies and 30 CD ROMs)

Task 4.9: Assist in Approval of CEQA Document

4.9.1 CEQA Document Certification Hearing

Three Contractors will participate in one planning meeting to prepare for the CEQA Document certification hearing; Presentation materials, including audio/visual aids as needed, will be provided.

Two Contractors will attend the Planning Commission's CEQA Document certification hearing, and will assist in responding to questions from the Commission or the public. A transcript of the public comment hearing will be provided.

4.9.2 CEQA Document Approval Meeting

Two Contractors will attend the SFPUC meeting to consider approval of the proposed project, and will assist in responding to any questions by the Commission or the public.

Task 4.9 Deliverables:

- Certification hearing materials, including audio/visual aids as needed (preparation, distribution, and presentation), as needed
- Assistance at public hearing including responding to questions
- Public hearing transcript (2 hard copies and 2 CD ROMs)

Task 4.10: Prepare and Distribute Compilation CEQA Document

4.10.1 Screencheck Compilation CEQA Document

After certification of the CEQA document, an integrated Final CEQA Document will be prepared, incorporating changes to the Draft CEQA Document identified in the Responses to Comments into a single document, along with the Responses to Comments, and the Planning Commission certification motion/resolution.

A 1st Screencheck Compilation CEQA Document will be transmitted for internal (SFPUC and MEA staff) review. Upon receipt of one consolidated set of comments from SFPUC and MEA, a 2nd Screencheck Compilation CEQA Document will be prepared and transmitted for review.

4.10.2 Final Compilation CEQA Document

Following approval of the 2nd Screencheck Compilation CEQA Document by MEA, the final Compilation CEQA Document will be prepared, printed, and distributed, in accordance with CEQA requirements and the City's Administrative Code Chapter 31 requirements.

Task 4.10 Deliverables:

- Screencheck copy of Compilation CEQA Document (2 hard copies and 2 CD ROMs)
- Final Compilation CEQA Document (20 hard copies and 30 CD ROMs)

Task 4.11: Preparation of Supporting Reports and Permit Applications

Task 4.11 Assumptions:

- The Contractor will provide a screencheck review of all permit applications is added to the scope of work identified in the RFP.
- A level of effort is estimated for all permit applications and follow-on assistance to SFPUC. The actual level of effort will depend on the complexity of the permit, the stability of the project description, and potentially other issues outside of the Contractor 's control.
- Hours are included for one site visit/meeting with regulatory agencies collectively.
- The Contractor assumes that project construction would not require placement of fill in jurisdictional wetlands or waters of the U.S. or state. Therefore, mitigation for wetland impacts is not anticipated. However, if mitigation were required for impacts to waters of the U.S., SFPUC would need to purchase credits from a Corps-approved mitigation bank. The proposed scope and cost estimate does not include the cost to acquire mitigation credits or the development of a detailed mitigation plan.
- Design would avoid known archaeology sites.
- SHPO consultation associated with a Finding of Adverse Effect would require additional budget.

The Contractor will assist the SFPUC in the preparation and submittal of necessary regulatory permit and agency approval applications and supporting documents, in accordance with the Permit Acquisition Strategy Memorandum identified in Task 4.1, and such additional information as gained through impact analysis and continued discussions with agencies. As described in the RFP, this task would include coordination with the SFPUC Bureau of Environmental Management (BEM) Permitting Manager and other City departments and regulatory/approving agencies, outreach and project meetings as needed. The results of the field surveys will, in part, determine which specific environmental permits may be required. It is assumed the following permits and approvals would be needed:

Federal

- U.S. Army Corps of Engineers (Corps) – Section 404 Clean Water Act Permit (assume the project could qualify under a Nationwide Permit #12 for Utility Line Activities).

- The Contractor believes that the cable installation can be accomplished using a hydro plow system and no dredged material disposal will be needed. Within this scope, it is expected that an alternatives analysis under Section 404(b)(1) will not be needed.
- The Contractor assumes that the Corps of Engineers (through the 404 permit process) would consult with the USFWS and NMFS under Section 7 of the FESA and that concurrence from the agencies can be obtained through informal consultation. The Contractor would support SFPUC and the Corps in preparing memoranda to support informal consultation.
- State Historic Preservation Office (SHPO) – Compliance with Section 106 of the National Historic Preservation Act (NHPA).

State

- State Water Resources Control Board (SWRCB) – Section 401 Water Quality Certification/Waste Discharge Requirements (WDR).
- California Department of Fish and Game (CDFG) – Compliance with California Endangered Species Act (CESA) Section 2080.1.
- CDFG – Section 1602 Lake or Streambed Alteration Agreement.
- Bay Conservation Development Commission (BCDC) Permit (assume a Major Permit would be required).

The Contractor will provide two drafts and a final version of all documents (required permit applications, biological assessments, if any, and wetland delineation). Data in GIS format will use protocols compatible with the SFPUC Enterprise GIS system, if required.

Task 4.11 Deliverables:

- Two drafts and a final completed required permit applications;
- Two drafts and final supporting application materials (e.g. Wetland Delineation, Biological Assessments, Conceptual Re-vegetation Plan, Mitigation and Monitoring Plan); and
- Data in GIS format using protocols compatible with the SFPUC Enterprise GIS system, if required.

TASK 5: Power Modeling and System Load Flow Analysis

Initial power flow investigations will be needed to evaluate power flow, regulation, reactive flow and losses as a analytical step in the CER process lead to the 35% Design Package. These early stage load flows will investigate native characteristics of the project, as well as brief investigation of impacts to the local PG&E interconnected system. Subsequently, more extensive modeling and analysis will be required for the project for insertion into the regional WECC system. The Contractor is a formal member of the WECC and will coordinate with the coordinating council, CAISO and interconnect utilities to obtain the best available seasonal models for use as base cases. Typically, seasonal base cases will exist for the interconnected system for specific time periods, e.g. 2015. Every effort will be made to obtain cases that have been adjusted for senior queue projects of regional importance.

Power flows will include base case analysis for the regional system intact as well as under all expected contingency cases that define first contingency operating conditions. It is also typical to investigate critical outage cases, such as loss of regional EHV lines and major transmission tie switchyards. These power flow evaluations are defined as N-1 and N-2 conditions, respectively. For acceptance within the interconnected system, this analysis must show that SFPUC's Power Transmission Project will deliver the output of Hetch Hetchy generation to the designated bus. Reactive flows resulting

from uncompensated addition of an AC or DC system will be determined, and reactive compensation and/or flow control devices required to insure that no adverse impact to the existing system results will be identified.

Intrinsic to this power flow analysis task is the need to determine economic and reliability of the project and interconnected system, including mitigation measures to address intermediate impacts. It is the express goal of system analysis to insure that all potential impacts resulting from addition of the project are thoroughly defined and mitigated in the most effective and cost efficient manner possible. The Contractor will rely upon the guidance of SFPUC and CAISO to address congestion cost issues that arise through this process.

Additional responsibilities under this task will include optional support to SFPUC pursuant to project regulatory issues within California, as well as the possible need for strategic assistance related to any issues requiring FERC opinions or guidance. Regulatory issues may vary greatly in scope and requirements and are difficult to predict at this time.

Task 5 Deliverables:

- System Analysis Draft and Final Load Flow Report and Technical Memoranda. This report will include results of research on load flow analysis, contingency analysis, system reliability / impacts to the area power system and loss analysis. Narratives will document approach, methods, results, conclusions, recommendations and figures illustrating results and conclusions.
- Participation on regulatory issues with the SFPUC PM at the California Public Utilities Commission (CPUC), California Energy Commission (CEC), California Independent System Operator (CAISO), and Federal Energy Regulatory Commission (FERC), as requested.

The following three tasks (Tasks 6, 7, and 8) are optional and may be implemented at the City's sole discretion. The selected Proposer shall not initiate work on optional tasks without prior authorization from the SFPUC Project Manager. Note that the specified "not to exceed" Agreement value of \$5,000,000 includes budgeted allowances for the following three optional tasks.

TASK 6: Optional Geotechnical, Design, Test, Inspection & Related Services

The Contractor will provide geotechnical, design or inspection services related to the Transmission Project as directed by the SFPUC Project Engineer or Project Manager. This is work above and beyond the studies required to complete mandatory project tasks outlined above. Any seismic design criteria shall be based on the SFPUC General Seismic Requirements for Design of New Facilities and Upgrade of Existing Facilities.

For budgeting purposes, the Contractor has provided an allowance of \$75,000 for this task.

TASK 7: Optional Communication and Public Outreach Services

At the request and approval of SFPUC, the Contractor will provide assistance in implementation of public participation and public outreach activities in support of the Power Transmission Project. These services might include, but are not limited to the following types of activities:

- Public Meeting Logistics: Creation of illustrative displays, collateral material for distribution and other support of the meeting related to the design work being performed. Note taking during the meeting and production of meeting follow-up documents.
- Support of SFPUC Speakers: Assist SFPUC staff with public presentations about Power Transmission Project at local neighborhood, community, and merchant association meetings.

For budgeting purposes, the Contractor has provided an allowance of \$75,000 for this task.

TASK 8: Optional Special Studies

The Contractor will provide specific additional special studies as directed by the SFPUC. For budgeting purposes, the Contractor has provided an allowance of \$75,000 for this task.

All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted as eight (8) bound and one (1) unbound hard copies and 1 digital copy supplied on a CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

3. Performance Evaluation

Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

4. Reports

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

5. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC will be: **Deirdre Appel, P.E.**

Appendix B Calculation of Charges

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

1. Billing Rates

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

2. Personnel Changes:

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

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate

The Effective Overhead and Profit Rate (EOPR) for CS-991 is 2.57. The EOPR OR Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subconsultant is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC)

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

The following items will be eligible for reimbursement as ODCs:

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

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

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

- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor make-up and documentation

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

6. Retention

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

7. Invoice Requirements

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

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

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

All invoices must include the following information:

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

Invoice Supporting Documentation:

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

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

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

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

CS-991: Preliminary Design & Environmental Services for the Power Transmission Project

URS Corporation

Appendix B - 1 (Fee Schedule)

Consultant Name	Firm's Overhead Rate (1 per firm)	Position Description/Classification	Name of Staff	Hourly Billing Rate
URS Corporation	2.58	Principal-in-Charge	Marty Czarniecki	\$220.00
		Project Manager	Ian Austin	\$210.42
		Project Director/Power Systems	R. Bucci	\$205.14
		Project Director/Transmission	M.T. Brown	\$204.57
		Consulting Engineer	A. Ricardo	\$176.76
		Consulting Engineer	A. Lopez-Lopez	\$204.82
		Director, Estimating	M. Mandarino	\$220.00
		Project Administrator	D. Spivey	\$78.52
		Environmental Manager	Kathy Flukemore	\$138.80
		CEQA Lead	Denise Heck	\$220.00
		Sr Environmental Planner	Julie Blaby	\$115.68
		Project Administrator	Catherine Short	\$60.30
		Sr Environmental Planner	Julie Blaby	\$115.68
		Senior GIS Specialist	Kristen Lawrence	\$101.24
		Senior Controls Engineer	Nihan Thyaki	\$161.70
		Word Processor	Beverly Epstein	\$66.98
		Health & Safety Officer	Jill Flanagan	\$127.78
		Permitting Lead	Bill Martin	\$160.99
		Project Archaeologist	Mark Hale	\$111.06
		Principal Geologist	Roy Rice	\$193.50
		Environmental Planner	Alana Callagy	\$82.56
		Project Civil Engineer	Arto Connell	\$172.98
		Senior Editor/Writer	Jean Lewis	\$102.68
		Project Director	Ram Kulkarni	\$189.76
		Principal Geologist	Erik Skov	\$134.78
		Project Environmental Scientist	Jill Haddock	\$148.20
		Project Environmental Scientist	Heather Lobo	\$109.93
		Principal Scientist	Usha Vadaghi	\$180.60
		Project Scientist	Chi-Wah Wong	\$130.44
		Environmental Scientist	Joe Quarini	\$72.03
		Project Chemist	Dan Harkin	\$118.01
		Senior Archaeologist	Brian Hatell	\$148.03
		Senior Archaeologist	Jay Reher	\$88.65
		Archaeologist	Leroy Luria	\$68.11
		Geologist	Gus Raggamb	\$92.05
		Project Environmental Engineer	Cheri Velsy	\$109.67
		Environmental Scientist	Lynne Bahinger	\$66.67
		Environmental Engineer	Sam Wang	\$78.33
		Project Environmental Engineer	Chris Falogona	\$124.05
		Project Environmental Scientist	Julie Mitchell	\$117.95
		Vice President	John Laguna	\$186.07
		Project Mgr/Asst Project Mgr	Phil Menart	\$153.15
		Civil Engineer	Kristen Lau	\$82.04
		Project Mgr/Asst Project Mgr	Robert Howarth	\$142.31
		Project Scientist	Joe Stewart	\$107.33
		Geologist	Andrew Fowler	\$75.85
		Environmental Planner	Christopher Wolf	\$109.39
		Environmental Scientist	Paul Burgie	\$163.88
		Senior Project Manager	Steve Leach	\$202.39
		Senior Biologist	Jan Novak	\$97.83
		Graduate Biologist	David Pecora	\$73.68
		Biologist	Jessie Golding	\$73.68
		Department Head	Tim Fisher	\$184.94
		Project Administrator	Catherine Short	\$60.30
		Senior Editor/Writer	Jay Piaro	\$112.80
		Senior Editor/Writer	Jean Lewis	\$102.68
		Editor/Writer	Derek McCulloch	\$98.86
		Project Graphic Designer	Vincent Arnold	\$98.88
		Graphic Designer	Hiroko Koike	\$90.61
		GIS Specialist	Chris Banta	\$88.13
		Graphics Manager	Dave Reinhardt	\$158.00
		Environmental Engineer	Aveni Tamihane	\$74.51
Sr Environmental Scientist	Dino Holsing	\$119.40		
Civil Engineer	Zhongju Chen	\$84.78		

CS-991: Preliminary Design & Environmental Services for the Power Transmission Project

URS Corporation

Appendix B - 1 (Fee Schedule)

ECI	2.68	Power Engineering Manager	Richard McComick	\$191.89
		Transmission/Quality Manager	Gary Bowles	\$101.88
		Underground Engineers	Glen Smith	\$131.59
		Underground Engineers	Tom Neubauer	\$155.28
		Planning/Study Engineers	Robert Hudig	\$141.45
		Planning/Study Engineers	Dave Mack	\$191.89
		Project Manager	Rod Bach	\$191.89
		Project Manager	Tom Hodacker	\$142.79
		Project Coordinator	Conrad Phronka	\$157.08
		Scheduler	Brian Bowles	\$78.85
		Tech Writers	Phyllis Myers	\$40.34
		Tech Writers	Brigitte Schmidt	\$46.07
		Project Engineer	Nike Heikens	\$100.40
		Project Engineer	Conrad Jacobson	\$92.11
		Senior Technical Support	Dave Erickson	\$69.28
AEW	2.65	Principal	Ken Letang	\$198.75
		Senior Geologist	Purdy Young	\$119.95
VACC	2.90	Administrative Assistant	Wills Lal	\$43.73
		Associate	Byron Davis	\$190.36
MFA	2.44	Principal	Ahmad Rayal	\$220.00
		Jr. Associate	Tyler Rysberg	\$114.43
WKA	2.40	Principal	Mara Faeney	\$190.32
		Principal	Bill Karwuta	\$128.00
LCW	2.60	Senior Computer Visualization Specialist	Robert Yon	\$120.00
		Principal	Luba Wyznycky	\$150.02
JRP	2.41	Principal/Partner	Rand Harbarl	\$155.63
		Partner	Mela Bures	\$137.78
		Architectural Historian II	Cheryl Brookshear	\$57.60
		Admin Assistant I	Rita Clark	\$43.02
		Production Tech. II	Rebecca Flores	\$43.98
		Project Assistant	Rhonda Scott	\$54.10
		Research Assistant	Clyndra Miller	\$42.42
FWA	2.57	Project Manager	Edward Worst	\$192.75
		Project Engineers	Victor Tong	\$148.28
GADN	1.50	Designer	Hunold Malissport	\$111.26
		CADD Technician	Sin Yin Chan	\$81.57
		CADD Technician	Pavla Fumarkovic	\$60.00
		CADD Technician	Eka Tkach	\$60.00
		CADD Technician	Petr Fumaneck	\$60.00
		CADD Technician	Eleonora Noyden	\$60.00
		CADD Technician	Robert Frolo	\$60.00
MLC	2.59	CADD Technician	Jane Woodman	\$60.00
		Lead Estimator	M. Luo	\$168.35
ARWS	2.79	Senior Electric Estimator	D. Lovgren	\$160.22
		Senior Estimator	T. Schmidt	\$132.09
		Principal Consultant	Tannerbaum	\$200.88
		Managing Consultant	Castellanos	\$195.54
RCG	2.77	Consultant I	Castellano	\$150.66
		Consultant II	Apfingh	\$131.13
		Consultant III	Serpa	\$115.79
		Principal Engineer	Robert Chew	\$185.76
		Senior Engineer	Mark McKee	\$115.62
		Senior Geologist	Patrick Drumim	\$114.88
		Senior Geologist	Eric Ford	\$114.96
DMS	2.03	Staff Engineer	Charles Njoroge	\$77.48
		Office Manager	Louisa Chew	\$102.49
MSE	2.71	Principal	Mark Sutton	\$152.25
		Senior Hydrographer	Miko Stocher	\$152.25
		Senior Hydrographer	Nick Martin	\$152.25
WSA	2.40	Principal	Stan Gray	\$220.00
		Project Surveyor	Nathan Foley	\$116.53
		Project Administrator	Rick Mather	\$87.56
WSA	2.40		James Allen	\$201.69
			Amuro Arrigoni	\$72.00
			Nazli Firo	\$62.40
			Allan Estes	\$79.20
			Tom Young	\$50.40
			Heather Price	\$68.40
	Staphania Perez	\$64.80		

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0001

WHEREAS, On June 18, 2010, this Commission awarded Agreement No. CS-991, Preliminary Design and Environmental Analysis Services, Power Transmission Project, and authorized the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement, in the amount of \$5,000,000, and with a term of 3 years, 6 months, concluding on March 1, 2014, with URS Corporation.

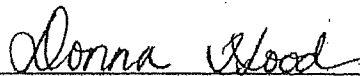
WHEREAS, Amendment No. 1 is being requested increasing the contract duration by five (5) years for a total contract duration of eight (8) years, six (6) months thus revising the contract term from August 1, 2010 to March 1, 2019; and

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

WHEREAS, Funds for this agreement are available from Hetchy index codes CUH971 and CUH991; now, therefore, be it:

RESOLVED, That this Commission hereby approves Amendment No. 1 to Agreement No. CS-991, Preliminary Design and Environmental Services, Power Transmission Project, with URS Corporation; and authorizes the General Manager of the San Francisco Public Utilities Commission (SFPUC) to extend the Agreement by five (5) years for a total contract duration of eight (8) years, six (6) months, with no corresponding increase to the Agreement value.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of January 14, 2014.



Secretary, Public Utilities Commission



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

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

February 26, 2014

D. Ian Austin
 URS Corporation Americas
 One Montgomery Street, Suite 900
 San Francisco, CA 94104-4538
 Email: ian_austin@urscorp.com

- RE:** 1) Notice of Contract Amendment Certification - Preliminary Design and Environmental Services (CS-99.1)
 2) Transmittal - Executed Agreement #1 between City and County of San Francisco Public Utilities Commission and URS Corporation Americas

Dear Mr. Austin:

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

BLANKET PURCHASE ORDER NO: BPUC11000036
 - Work may not be charged against this blanket purchase order number

SCOPE: To provide preliminary design and environmental services for the power transmission project.

EFFECTIVE DATE: September 3, 2010 to March 1, 2019

CONTRACT TO DATE: Total value of contract not to exceed \$5,000,000.00

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

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

Enclosure: Executed Amendment #1

cc: John Doyle
 File/NCAC-CS-991 Amendment #1

Edwin M. Lee
 Mayor

Vince Courtney
 President

Ann Miller Cash
 Vice President

Francisco Water
 Commissioner

Anton Moran
 Commissioner

Art Torres
 Commissioner

Harlan L. Kelly, Jr.
 General Manager

RECEIVED
 FEB 27 2014
 POWER ENTERPRISE



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

First Amendment to Agreement between the City and County of San Francisco

**and
URS Corporation Americas**

THIS AMENDMENT (this "Amendment") is made as of **January 14, 2014**, in San Francisco, California, by and between **URS Corporation Americas (URS), One Montgomery Street, San Francisco, CA 94104** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through the San Francisco Public Utilities Commission.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period for Contractor to perform services under existing task orders, and update standard contract clauses; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number 14-0001 on **January 14, 2014**; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4161-0809** on **November 4, 2013**;

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

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

a. Agreement. The term "Agreement" shall mean the "Agreement between the City and County of San Francisco and URS Corporation Americas," Agreement No. CS-991, dated **August 1, 2010**.

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

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2010 to March 1, 2014.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2010 to March 1, 2019.

2c. Submitting False Claims; Monetary Penalties. Section 8 of the Agreement is hereby replaced in its entirety to read as follows:

Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. The text of Article V of Chapter 6, along with the entire San Francisco Administrative Code is available on the web at

[http://www.amlegal.com/nxt/gateway.dll?f=id\\$id=San%20Francisco%20Administrative%20Code%3Ar%3Aa0e\\$cid=california\\$t=document-frame.htm\\$an=JD_Ch.6.Art.V\\$3.0#JD_Ch.6.Art.V](http://www.amlegal.com/nxt/gateway.dll?f=id$id=San%20Francisco%20Administrative%20Code%3Ar%3Aa0e$cid=california$t=document-frame.htm$an=JD_Ch.6.Art.V$3.0#JD_Ch.6.Art.V)

. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2g. Limitations on Contributions. Section 42 is hereby replaced in its entirety as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of

negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect..

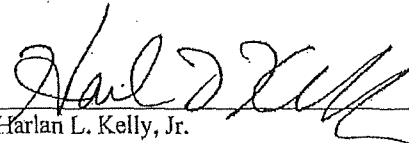
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

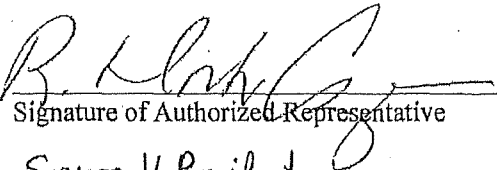
CONTRACTOR

Recommended by:

URS Corporation Americas



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



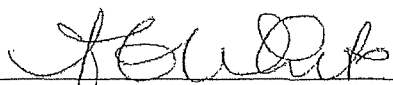
Signature of Authorized Representative
Seymour V. President

Title

Approved as to Form:

City vendor number: 19103

Dennis J. Herrera
City Attorney

By: 

John G. White
Deputy City Attorney

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 16-0093

WHEREAS, on June 8, 2010, per Resolution 10-0091, this Commission awarded Agreement No. CS-991, Preliminary Design and Environmental Services, Power Transmission Project, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement in the amount of \$5,000,000 and with a term of three years and six months, concluding on March 1, 2014, with URS Corporation; and

WHEREAS, Amendment No. 1 was issued to extend the agreement duration by five years, for a total agreement duration of eight years and six months, in order to ensure consultant continuity while complex and ongoing issues were addressed; and

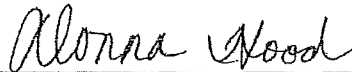
WHEREAS, Amendment No. 2 is being requested for \$2,500,000, for a total not-to-exceed agreement amount of \$7,500,000, in order to allow 35% design of the Bay Division Corridor Transmission Distribution Project; and

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

WHEREAS, Funds for this agreement are available from Hetchy Projects CUH971, CUH991, and CUH885; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 2 to Agreement No. CS-991, Preliminary Design and Environmental Services, Power Transmission Project, with AECOM (formerly URS Corporation), to provide preliminary engineering design, cost estimating, and environmental analysis services; and authorizes the General Manager of the SFPUC to execute this amendment, increasing the agreement by \$2,500,000, for a total not-to-exceed agreement amount of \$7,500,000, with no change to the agreement duration.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 24, 2016.



Secretary, Public Utilities Commission



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

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

July 22, 2016

Marty Czarnecki
URS Corporation Americas
One Montgomery Street, Suite 900
San Francisco, CA 94104-4538
Email: marty.czarnecki@aecom.com

- RE:** 1) Notice of Contract Amendment Certification - Preliminary Design and Environmental Services (CS-991)
2) Transmittal - Executed Agreement #2 between City and County of San Francisco Public Utilities Commission and URS Corporation Americas

Dear Mr. Czarnecki:

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

BLANKET PURCHASE ORDER NO: BPUC11000036
- Work may not be charged against this blanket purchase order number

SCOPE: To provide preliminary design and environmental services for the power transmission project.

EFFECTIVE DATE: September 3, 2010 to March 1, 2019

CONTRACT TO DATE: Total value of contract not to exceed \$7,500,000.00

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

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

Enclosure: Executed Amendment #2

cc: John Doyle
File/NCAC-CS-991 Amendment #2

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



City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
525 Golden Gate Ave, 8th Floor
San Francisco, California 94102

Second Amendment
Between the City and County of San Francisco and
URS Corporation Americas for
Preliminary Design and Environmental Services for the Power Transmission Project
(CS-991)

THIS AMENDMENT (this "Amendment") is made as of June 23, 2016, in San Francisco, California, by and between URS Corporation Americas ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Public Utilities Commission.

RECITALS

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

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

WHEREAS, Approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number 16-0093 on May 24, 2016; and

WHEREAS, Approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4161-08/09 on June 20, 2016;

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

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

1a. **Agreement.** The term "Agreement" shall mean the Agreement dated August 1, 2010 between Contractor and City, as amended by the First Amendment, dated January 14, 2015.

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

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

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

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

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

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

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

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

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Five Hundred Thousand Dollars (\$7,500,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

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

15. Insurance.

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

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

2) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the

lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

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

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

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

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

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

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

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

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

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

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

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

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

2d. **First Source Hiring Program.** Section 45 is hereby replaced in its entirety to read as follows:

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference.

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

b. First Source Hiring Agreement.

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

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

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

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to

participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

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

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

6) Set the term of the requirements.

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

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

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

c. Hiring Decisions.

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

d. Exceptions.

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

e. Liquidated Damages.

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

f. **Subcontracts.**

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

2e. **Notice to the Parties.** Section 25 "Notice to the Parties" currently reads as follows:

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

To City: Deirdre Appel
San Francisco Public Utilities Commission
1155 Market Street, 6th Floor
San Francisco, CA 94103
(tel.) 415.554-3264
E-mail: dappel@sfwater.org

To Contractor: D. Ian Austin, PhD, PE
Vice President, Marine Services
URS Corporation Americas
One Montgomery Street, Suite 900
San Francisco, CA 94104-4538
(tel.) 415.896.5858 tel
(Fax) 415.882.9261 fax
www.urscorp.com

Any notice of default must be sent by registered mail.

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

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

To City: John Doyle
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
(tel.) (415) 554-1541
(email) jdoyle@sfwater.org

To Contractor: Marty Czarnecki
Senior Vice President – Principal Engineer, Bay Area Operations
1 Montgomery, Suite 900
San Francisco, California
(tel.) 415-896-5858
(email) marty.czarnecki@aecom.com

Any notice of default must be sent by registered mail.

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

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

///
///

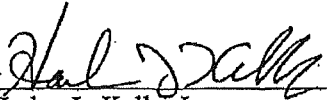
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

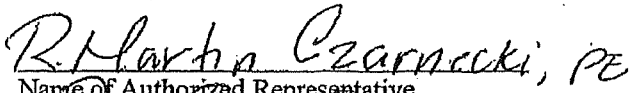
CONTRACTOR

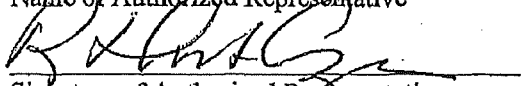
Recommended by:

URS Corporation Americas



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



Name of Authorized Representative


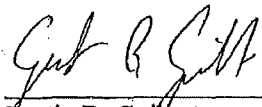
Signature of Authorized Representative
Senior Vice President

Title

Approved as to Form:

Dennis J. Herrera
City Attorney

City vendor number: 19103

By: 

Gustin R. Guibert
Deputy City Attorney

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 19-0012

WHEREAS, On June 8, 2010, pursuant to Resolution No. 10-0091, this Commission awarded Agreement No. CS-991, Preliminary Design and Environmental Analysis Services, Power Transmission Project, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services agreement, in the amount of \$5,000,000, and with a term of three years, six months, concluding on February 1, 2014, with URS Corporation Americas (URS); and

WHEREAS, Due to a delay in issuance of the notice to URS to begin work on the contract, the contract was issued with a term of three years, seven months, one month longer than authorized by Resolution No. 10-0091; and

WHEREAS, On January 14, 2014, pursuant to Resolution No. 14-0001, this Commission approved Amendment No. 1 to extend the duration of the contract by five years to ensure consultant continuity; and

WHEREAS, On May 24, 2016, pursuant to Resolution No. 16-0093, this Commission approved Amendment No. 2 to increase contract capacity by \$2,500,000, for a total not-to-exceed contract amount of \$7,500,000, in order to allow 35% design of the Bay Division Corridor Transmission Distribution Project; and

WHEREAS, Amendment No. 3 is requested to increase the contract duration by five months for a total contract duration of nine years, with no change to the agreement amount, to provide continuity in consultant services and technical construction support during construction; and

WHEREAS, Staff is also requesting that the Commission retroactively approve the execution of the Agreement with an initial term of three years, seven months, which is one month longer than authorized by Resolution No. 10-0091; and

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

WHEREAS, Funds for this agreement are available from Hetchy index codes CUH971 and CUH991; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 3 to Agreement No. CS-991, Preliminary Design and Environmental Services, Power Transmission Project, with URS Corporation Americas, and authorizes the General Manager to execute this amendment to extend the Agreement by five months for a total contract duration of nine years with no change to the agreement amount; and be it

FURTHER RESOLVED, That this Commission hereby retroactively approves and ratifies the execution of the Agreement with an initial term of three years, seven months due to a delay in issuance of the notice to the contractor to begin work on the contract.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of January 22, 2019.

A handwritten signature in cursive script that reads "Monna Wood".

Secretary, Public Utilities Commission



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

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

April 16, 2019

Marty Czarnecki
URS Corporation Americas
One Montgomery Street, Suite 900
San Francisco, CA 94104-4538
Email: marty.czarnecki@aecom.com

- RE:** 1) Notice of Contract Amendment Certification
2) Executed Amendment #3 between the City and County of San Francisco Public Utilities Commission and URS Corporation Americas.

Dear Mr. Czarnecki,

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

Contract ID Number: CS-991 (1000000038)
Contract Title: Preliminary Design and Environmental Services for the Power Transmission Project
Effective Date: September 03, 2010 to August 01, 2019
Amount: Total value of contract not to exceed \$7,500,000.00

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

Sincerely,

Rosiana Angel
Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
cc: David Myerson

File/ CS-991 Amendment #3 - NCAC

- London N. Breed
Mayor
Ann Moller Caen
President
Francesca Vietor
Vice President
Anson Moran
Commissioner
Harlan L. Kelly, Jr.
General Manager

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



City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
525 Golden Gate Ave, 8th Floor
San Francisco, California 94110

**Third Amendment to the Agreement
Between the City and County of San Francisco and
URS Corporation Americas
Preliminary Design and Environmental Services for the Power Transmission Project
CS-991**

THIS AMENDMENT (this "Amendment") is made as of **January 28, 2019**, in San Francisco, California, by and between **URS Corporation Americas** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its San Francisco Public Utilities Commission.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **19-0012** on **January 22, 2019**;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated **August 1, 2010** between Contractor and City, as amended by the **First amendment** dated **January 14, 2014**, and **Second amendment** dated **June 23, 2016**.

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

Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

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

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2010 to March 1, 2019.

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from August 1, 2010 to August 1, 2019.

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

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

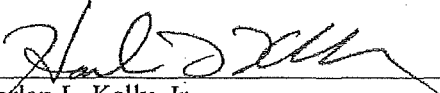
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

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

CITY

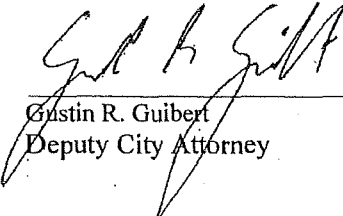
Recommended by:



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

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Gustin R. Guibert
Deputy City Attorney

CONTRACTOR

URS Corporation Americas



Signature of Authorized Representative

Bob Turley

Name of Authorized Representative

Vice President

Title

City supplier number: 0000009069



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

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

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO

2019 MAY 31 PM 2:36

BY AK

TO: Angela Calvillo, Clerk of the Board

FROM: Christopher Whitmore, Policy and Government Affairs

DATE: May 31, 2019

SUBJECT: Contract Amendment – Power Transmission Project – URS Corporation – Total Not-to-Exceed \$11,500,000

Please see the attached resolution approving Amendment No. 4 to Agreement No. CS-991, Preliminary Design and Environmental Services, Power Transmission Project, with URS Corporation Americas, to continue providing design and technical support services for the Bay Corridor Transmission and Distribution Project; and authorizing the General Manager to execute this amendment increasing the agreement amount by \$4,000,000 and extend the agreement duration by two years and eight months, for a total agreement amount not-to-exceed \$11,500,000 and a total agreement duration of 11 years and eight months; and to execute a name change from URS Corporation Americas to URS Corporation, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

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

1. Board of Supervisors Resolution
2. SFPUC Reso. 10-0091 ✓
- 3a. CS-991 Original Contract Agreement (Doc 1 of 2)
- 3b. CS-991 Original Contract Agreement (Doc 2 of 2)
4. SFPUC Reso. 14-0001
5. CS-991 Contract Agreement Amendment No. 1
6. SFPUC Reso. 16-0093
7. CS-991 Contract Agreement Amendment No. 2
8. SFPUC Reso. 19-0012
9. CS-991 Contract Agreement Amendment No. 3
10. SFPUC Reso. 19-0101
11. Draft CS-991 Amendment 4

Please contact Christopher Whitmore at (415) 934-3906 if you need any additional information on these items.

London N. Breed
 Mayor

Ann Moller Caen
 President

Francesca Vietor
 Vice President

Anson Moran
 Commissioner

Sophie Maxwell
 Commissioner

Tim Paulson
 Commissioner

Harlan L. Kelly, Jr.
 General Manager

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



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

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

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: URS Corporation Americas	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
<ol style="list-style-type: none"> 1) Peter James Holland, Lewis W. Robinson, William Troy Rudd 2) Chief Executive Officer: Peter James Holland, Chief Financial Officer: Keenan Edward Driscoll, Chief Operating Officer: N/A 3) AECOM Technical Services, Inc. is a California corporation and the sole direct owner of URS Corporation. AECOM, the parent company, is an indirect owner of URS, and does not have 20% or more ownership by an individual person. 4) Subcontractors: AEW Engineering, BAC Engineers, CADNet, CEL Analytical, Copymat, EETS Inc., Direct Mail Center, EXARO Technologies Corporation, FW Associates, Incommon LLC, Joe Hill Consulting & Engineering, LCW Consulting, Mara Feeney & Associates, Meridian Surveying Engineering Inc., M Lee Corporation, Robert Chew Geotechnical Inc., Star Reporting Services, Vibro-Acoustic Consultants, Saylor Consulting Group, Three Brothers Electrical Contractors, ODC Synergy Inc. 5) AECOM PAC (Political Action Committee) which is controlled by AECOM as the ultimate parent of ATS and URS. 	
Contractor address: 300 California Street, #600 San Francisco CA, 94104	
Date that contract was approved:	Amount of contract: Original Contract Amount: \$5,000,000 Current Contract Amount: \$7,500,000
Describe the nature of the contract that was approved: Professional services for planning, environmental, and preliminary design	
Comments: None	

This contract was approved by (check applicable):

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

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

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

Date Signed

Item 9 File 19-0650	Department: Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> • The proposed resolution would approve the fourth amendment to the agreement between the San Francisco Public Utilities Commission (SFPUC) and URS Corporation Americas (URS) for design and technical support services for the Bay Corridor Transmission and Distribution project (BCTD), extending the contract term by two years and eight months beginning August 1, 2019 and ending April 1, 2022, making the total life of the agreement term 11 years, 8 months. The total not-to-exceed amount will increase by \$4 million from \$7.5 to \$11.5 million. The proposed agreement will also execute a name change from URS Corporation Americas to URS Corporation. 	
Key Points	
<ul style="list-style-type: none"> • In 2010, the SFPUC selected URS to provide design and technical support services for the BCTD project through a competitive bid, for a contract term of two years and six months from August 1, 2010 to February 1, 2014 and fees not-to-exceed \$5,000,000. However, in the executed agreement, the contract term was extended by one month to March 1, 2014 to reflect a one-month delay in the issuance of the contract. This extension was not initially approved by the Commission though was later approved retroactively. • In January 2014, the SFPUC authorized Amendment No. 1 to the contract, extending the contract term by five years through March 1, 2019, with no change in the not-to-exceed amount. The SFPUC approved a second amendment increasing the not-to-exceed amount from \$5 to \$7.5 million in June 2016 with no change in the contract term, and a third amendment in January 2019 extending the contract term by six months through August 1, 2019. • All prior amendments to the contracts with URS reflected an expansion of services to cover subsequent phases of the BCTD project. Per SFPUC staff, URS has supported the BCTD project since its inception, and the proposed resolution would ensure consultant continuity through the construction phase of the BCTD project. 	
Fiscal Impact	
<ul style="list-style-type: none"> • Actual contract expenditures from September 3, 2010 through August 1, 2019 are expected to be \$7,407,368.15 vs. budgeted expenditures of \$7,500,000. Budgeted expenditures under the proposed resolution are \$4,000,000, for a contract total of approximately \$11,500,000. • The BCTD is funded by Hetch Hetchy revenue funds and Hetch Hetchy revenue bonds. 	
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 San Francisco Public Utilities Commission (SFPUC) entered into a contract with URS Corporation Americas (URS) in September 2010 following a competitive selection process. The agreement was originally set for a term of three years and six months from August 1, 2010 to February 1, 2014, with a not-to-exceed amount of \$5,000,000. However, due to a one-month delay in issuance of the notice to URS to begin work on the contract, the contract was executed to reflect a term of three years and seven months, to conclude on March 1, 2014 or one month later than the Commission-approved end date. This change was not approved by the Public Utilities Commission until a subsequent amendment to the contract in January 2019.

Under this contract, URS has provided design and technical support services for SFPUC's Bay Corridor Transmission and Distribution Project (BCTD). The BCTD is a City-owned transmission and distribution system that upon completion will use Hetch Hetchy hydropower to generate electricity in southeastern San Francisco. The project is expected to reduce the City's current reliance on PG&E's transmission infrastructure.

The contract has been amended three times by the SFPUC and a fourth amendment is now proposed for approval by the Board of Supervisors. Table 1 summarizes the previous and proposed amendments to the contract since 2010 as approved by the Commission and as executed in the agreement.

Table 1: Summary of Past and Proposed Amendments, 2010 – Present

Date	Action	Term as approved by Commission	Change	Amount	Change
9/10	Original	3y 6m: 8/1/10 – 2/1/14*	--	\$5 mn.	--
1/14	1 st amendment	8y 6m: 8/1/10 – 3/1/19**	+ 5 years	\$5 mn.	\$0
5/16	2 nd amendment	8y 6m: 8/1/10 – 3/1/19	No change	\$7.5 mn.	+\$2.5 mn.
1/19	3 rd amendment	9y: 8/1/10 – 8/1/19	+ 6 mos. (5 new months + 1 month retroactively approved to account for difference in agreement as executed in 2010)	\$7.5 mn.	\$0
7/19 (proposed)	4 th amendment	11y 8m: 8/1/10 – 4/1/22	+ 3 years, 8mo.	\$11.5 mn.	+\$4 mn.

* SFPUC staff executed the agreement with URC with an end date of March 1, 2014 or one month later than the term approved by the Commission. This was later corrected when the Commission retroactively approved the additional month in the contract term as part of contract amendments approved in January 2019.

**By adding five years to the term of the agreement as originally approved by the Commission, the end date should have been 2/1/19 rather than 3/1/19 but the latter date was approved by the Commission, consistent with the term in the agreement with URS executed by staff. The term in the executed agreement provided for term of three years seven months and an end date of 3/1/14 rather than the three years six months term and end date of 2/1/14 approved by the Commission.

SFPUC staff report that they are proposing amendments to the proposed resolution that adds the information that the Commission approved an additional month to the contract term retroactively in January 2019, allowing the Commission-approved contract term extension approved at the same time to be nine years, consistent with the contract term in the executed agreements.

A description of each previous amendment to the URS contract is as follows. Details of the proposed amendments are provided below in the “Details of Proposed Legislation” section of this report.

In January 2014, the SFPUC approved the first amendment to the contract, which extended the contract duration by five years, for a revised contract term of August 1, 2010 to March 1, 2019¹.

¹ This end date was not consistent with the contract term initially approved by the Commission, which should have resulted in the five year extension ending February 1, 2019 rather than March 1, 2019. This was later corrected in

The purpose of this amendment was to ensure consultant continuity during subsequent phases of the project, as the original contract only covered earlier phases of the planned work.

In June 2016, the SFPUC approved the second amendment to the contract, which increased the agreement amount by \$2,500,000 from \$5,000,000 to \$7,500,000 with no change to the contract term. This amendment provided funding for planning and completing 35% of the design of the BTCD, which URS began performing in 2016 as a result of the contract extension approved in Amendment No. 1.

In January 2019, the SFPUC approved the third amendment to the contract, which extended the contract duration by five months, and approved an extra month to the term retroactively that should have been approved at the outset of the contract, for a revised contract term of nine years, from August 1, 2010 to August 1, 2019. The purpose of this amendment was to ensure consultant continuity during the construction phase of the project, which was not covered in full by the earlier contract extension according to SFPUC staff.

Under the existing contract, URS provides design and technical support services that include, but are not limited to:

- Attend and participate in technical coordination meetings with SFPUC, Design-Build teams, and other key stakeholders;
- Review and comment on design deliverables submitted by Design-Build teams;
- Review Design-Build Team's Requests for Information (RFIs) and provide input on Owner responses;
- Prepare Owner directed Potential Change Order (PCO) drawings (to 35% design level) for issuance to Design-Build teams;
- Review and evaluate Design-Build team's change order requests;
- Prepare independent construction cost estimates to support Owner directed change orders;
- Prepare independent construction cost estimates to evaluate Design-Build team's change order requests and claims;
- Prepare technical studies, calculations and evaluations;
- Review and comment on Design-Build team's construction schedule;
- Prepare construction schedule variations;
- Provide as-built survey of improvements constructed by Design-Build teams;
- Provide field inspections of constructed improvements.

the third amendment to the contract in which the Commission approved an extra month to the life of agreement term retroactively.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the fourth amendment to the contract between the SFPUC and URS for design and technical support services for the BTCD. This amendment would (1) increase the life of the agreement amount by \$4,000,000 from \$7,500,000 to a total not to exceed \$11,500,000, (2) extend the contract term by two years and eight months, from August 1, 2019 to April 1, 2022, making the life of agreement term 11 years and 8 months, and (3) execute a name change from URS Corporation Americas to URS Corporation. This is the first time this contract has come before the Board of Supervisors (BOS) for approval as it previously did not meet the minimum contract term length of 10 years or more or expenditure requirements of \$10 million or more for review by the Board of Supervisors.

SFPUC’s motivation for the proposed contract extension is to preserve consultant continuity during the project’s construction phase, which is not covered in full by the existing contract term. SFPUC staff state that URS is familiar with project requirements and has executed work that will support the project’s construction, including preliminary site review for the substation and completion of design bases. Per SFPUC staff, URS is the only entity capable of providing clarification and site-specific information to the contractor responsible for the construction phase of the project. While a new, competitive contract could in theory be issued for this phase of the project, denial of the proposed resolution would create a significant knowledge gap that would delay the completion of the BTCD, according to SFPUC staff

Per SFPUC staff, this is the final amendment that will be made to the contract. Construction of the BCTD will be completed by August 2021 and no new RFPs will be issued.

FISCAL IMPACT

The BCTD is funded by Hetch Hetchy revenue funds and Hetch Hetchy revenue bonds.

Actual and estimated expenditures under the contract between SFPUC and URS from September 3, 2010 to August 1, 2019 are \$7,407,368.15. The existing agreement amount for this period is \$7,500,000.

Table 2: Actual and Estimated Contract Expenditures, September 3, 2010 - August 1, 2019

Task Order No. and Date	Total
TO1 (2010-2012)	\$1,165,986.27
TO2 (2014-2015)	\$25,460.24
TO3 (2016)	\$699,989.03

TO4 (2016-2017)	\$2,848,562.81
TO5 (2017-2018)	\$296,546.80
TO6 (2018-2019) (estimated)	\$2,370,823.00
Total	\$7,407,368.15

Note: TO = Task Order

SFPUC anticipates contract expenditures of \$4,000,000 for the two year and one month extension from August 1, 2019 through August 30, 2021. These funds will be allocated toward program management, as-needed technical support, design base work, as-needed services in support of customer site development, and as-needed services to support PG&E Interconnect.

Table 2: Projected Contract Expenditures over Proposed August 1, 2019 – August 30, 2021 Extension

Task Order No. and Date	Total
TO7 (Projected 2019 - 2020)	\$2,000,000.00
TO8 (Projected 2020 – 2021)	\$2,000,000.00
Total	\$4,000,000.00

RECOMMENDATION

Approve the proposed resolution.

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

File No. 190650

Date Signed

