

January 27, 2021

Eric Zagol
AECOM Technical Services, Inc.
300 Lakeside Drive
Oakland, CA 94612
Email: Eric.zagol@aecom.com

RE: 1) Notice of Contract Amendment Certification
2) Executed Amendment #1 between the City and County of San Francisco
Public Utilities Commission and AECOM Technical Services, Inc.

Dear Mr. Zagol,

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

Contract ID Number: PRO.0096 (1000015367)
Contract Title: Mountain Tunnel Construction Management Services
Effective Date: July 31, 2019 to June 24, 2027
Amount: Total value of contract not to exceed
\$24,500,000.00

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: Rizal Villareal

File/PRO.0096 Amendment #1 - NCAC

London N. Breed
Mayor

Sophie Maxwell
President

Anson Moran
Vice President

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Michael Carlin
Acting
General Manager



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

First Amendment

**Between the City and County of San Francisco and
AECOM Technical Services, Inc.**

PRO.0096 Mountain Tunnel Improvements Construction Management Services

THIS AMENDMENT (this “Amendment”) is made as of **January 4, 2021**, in San Francisco, California, by and between **AECOM Technical Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

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 update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Section 6.40 through Request for Proposal (“RFP”) issued on October 10, 2018 and this modification is consistent therewith; and

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated 12th day of July, 2019 between Contractor and City.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to and incorporated in the Agreement as a Definition in Article 1:*

1.10 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that

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

2.2 **Assignment.** *Section 4.5 Assignment currently reads as follows:*

4.5 **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 Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

The following is hereby added to and incorporated in Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:

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

2.3 **Withholding.** *The following is hereby added to and incorporated in Article 7 of the Agreement:*

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

2.4 **Consideration of Salary History.** *The following is hereby added to and incorporated in Article 10 of the Agreement, at Section 10.4 that was previously “Reserved:”*

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

2.5 Limitations on Contributions. *Section 10.11 Limitations on Contributions currently reads as follows:*

10.11 Limitations on Contributions. By executing 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

The following is hereby added to and incorporated in Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date

the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.6 Notification of Legal Requests. *The following section is hereby added to and incorporated in Article 11 of the Agreement:*

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

2.7 Management of City Data and Confidential Information. *The following sections are hereby added to and incorporated in Article 13 of the Agreement:*

13.3 Management of City Data and Confidential Information.

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

13.3.2 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its

servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

2.8 **Appendix A.** Appendix A is hereby replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 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:

DocuSigned by:
Michael Carlin
360EAE264D5E47C...
Michael Carlin
Acting General Manager
San Francisco Public Utilities Commission

CONTRACTOR

AECOM Technical Services, Inc.

DocuSigned by:
Eric Zagol
B2B815F528494DB...
Eric Zagol
PE, Vice President

City Supplier number: 0000003425

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Tyson Arbuthnot
808936117B564DF...
Tyson Arbuthnot
Deputy City Attorney

Attached Appendices:

A-1: Scope of Services

Appendix A-1 Scope of Services

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

Pre-Construction services, including but not limited to, constructability review of project design milestone documents, and bidding support assistance; and Construction Services, including, but not limited to, construction contract administration, contract management, tunnel inspection, civil/environmental inspection, lab testing, start-up & testing assistance, commissioning, construction safety inspection, project controls, and environmental compliance. The types of inspection include concrete tunnel lining repairs, shotcreting, contact grouting, invert repairs and smoothing, tunnel dewatering and treatment systems, large valve installations, concrete structures, roadways and other site improvements, environmental mitigations and site restorations.

The Contractor will be responsible for providing the Resident Engineer (RE) functional duties as outlined in the HCIP CM Plan. The RE shall employ CM processes that are consistent with the HCIP CM Plan, Safety Approach, and CM Procedures. The subtasks listed below reference the relevant sections of the HCIP CM Plan (in parentheses). These tasks are not inclusive and are subject to change.

The HCIP CM Plan, as well as the Request for Proposals (PRO.0096) dated October 10, 2018 (including all addenda), are hereby incorporated into this Agreement as if fully set forth herein.

2. Detailed Description of Tasks.

Task 1 Pre-Construction Services

- a. Provide budget estimate forecast and a bar chart schedule of all Construction Management (CM) tasks, subtask, and deliverables for City review and approval.
- b. Provide Constructability and Biddability Reviews (*HCIP CM Plan 2.1.2*).
 - i. Provide constructability and biddability reviews at the 95% design milestone for the Project.
 - ii. Provide bid assistance support, including review of documents submitted by bidders; and
 - iii. Prepare for and attend meetings at the 95% design milestone during the project design with the design consultant and City staff to discuss review comments.
- c. Check estimates of the Project design consultant as part of Constructability and Biddability Reviews.
 - i. Check Project design consultant prepared cost estimates at the 95% design milestone for the Project.

- ii. Prepare for and attend meetings at the 95% milestone during the design with the Project design consultant to present, discuss, and compare cost estimates, if any, and to develop an agreed estimate for the Direct Costs of Construction.
- d. Provide Support, as needed, for the Construction Pre-Bid Conference (*HCIP CM Plan 2.1.6*).
 - i. Review the Pre-Bid Conference agenda and suggest any topics that need to be added for discussion; for example, minimum tunnel construction qualifications and experience of key Construction Contractor staff.
- e. Provide Bid and Award Phase Assistance for Construction Bid Package Procurement (*HCIP CM Plan 2.1.3 and 2.1.5*).
 - i. Check project design consultant's cost estimates against Contractor bid pricing after the Bid Opening. Additional meetings may be required to reconcile any differences. Meetings will be held within fourteen (14) calendar days after the City Representative or Construction Manager transmits the cost estimates and the bid package to the RE.
 - ii. Perform tunnel construction related consultations, as needed, during Bidding to help resolve responses to questions submitted by bidders.
- f. Provide Support, as needed, for Assistance with Permits and Rights-of-Way (*HCIP CM Plan 2.1.7*).
 - i. Review the permits obtained for the construction contract to confirm interpretation of key permit requirements for adequate coverage in the specification language. Recommend corrections or clarifications to the specifications as needed.
 - ii. Review of the Mountain Tunnel ROW will not be needed as the project improvements are entirely within the City-owned ROW, and access roadways and staging have been, or will have been, granted via use permits by other agencies by the time of the Construction Phase.
- g. Provide Resource Loaded Task Plan for CM Consultant Services (*HCIP CM Plan 2.2.5*).
 - i. Provide resource loaded task plan matching the RE scope of work (*HCIP CM Plan 1.2.13*), Work Breakdown Structure (WBS) (Tasks, subtasks and subtask activities) and the level of resource loading (monthly person-hour loading of each resource) as described in Section 2.2.5 of the *HCIP CM Plan*. Provide the plan in an Excel table or similar format as approved by the Deputy Director of Construction (or designee).
- h. Provide Project CM Safety Plan (*HCIP CM Plan 2.1.10*).

- i. Provide a CM Safety Plan tailored to the specific scope of work and construction site needs of this Project. Address issues of the work inside the tunnel, construction safety orders related to tunnels, deep shafts, confined spaces, and shutdowns and restoration of tunnel service, and qualifications of safety personnel needed to monitor, implement and enforce the safety plan.
- i. Provide Project Risk Management Plan (*HCIP CM Plan 2.1.11*).
 - i. Develop a project risk profile and plan for submittal for the Project. Refer to specific requirements in Section 2.1.11 of the HCIP CM Plan.
 - ii. Schedule a minimum of two workshops to gather input: 1) from SFPUC staff based in San Francisco, and 2) from SFPUC staff based in Moccasin, California.

Task 2 Construction Contract Administration

- a. Implement Project CM Safety Plan (*HCIP CM Plan 2.2.2*).
 - i. Contractor staff shall practice project safety as described in Section 2.2.2 of the HCIP CM Plan.
- b. Implement Construction Management Information System (CMIS) (*HCIP CM Plan 2.2.3*).
 - i. Contractor staff shall be trained by the City to utilize the City's UNIFIER software for CMIS. Refer to Section 2.2.3 of the HCIP CM Plan for detailed requirements.
- c. Provide CM Contract Management during the multi-year contract (*HCIP CM Plan 2.2.5*)
 - i. The Contract Manager shall be responsible for all of the duties described in HCIP CM Plan Section 2.2.5 for the CM Consultant, including those cited for the PM, Project Controls, and RE.
- d. Public Outreach (*HCIP CM Plan 2.2.6*)
 - i. SFPUC's Public Information Office communications and outreach liaison staff will perform public outreach. Contractor shall coordinate all public communications and contacts through the SFPUC.
- e. Administer Program Security Requirements for Project (*HCIP CM Plan 2.2.7*).
 - i. Budget one half of a full-time equivalent for safety staff to implement the project specific security measures to be defined by the City's Emergency Planning and Security Division.
- f. Provide Construction Administration for the Project (*HCIP CM Plan 2.2.9*).

- i. Office Mobilization/Demobilization - The RE shall participate in Project Office Mobilization/Demobilization providing coordination and logistics input as described in Section 2.2.9.1 of the HCIP CM Plan.
- ii. Purchased Material and Equipment - The RE shall assist the City's project PE and CM as requested regarding SFPUC Purchased Material and Equipment as described in Section 2.2.9.2 of the HCIP CM Plan, including but not limited to:
 1. Defining QC requirements, in-factory witness testing or SQS requirements, storage, delivery and turnover requirements by vendors, and Defining QC requirements, in-factory witness testing or SQS requirements, storage, delivery and turnover requirements by vendors, and
 2. Arrangement for any needed in-factory inspections.
- iii. Project Risk Management Plan - The RE shall manage and implement the Project Risk Management Plan as described in Section 2.2.9.3 of the HCIP CM Plan.
- iv. Partnering - The RE shall define the partnering requirements and collaborate in selecting the partnering facilitator as described in Section 2.2.9.4 of the HCIP CM Plan. The SFPUC believes in the value of construction partnering and has fully embraced the partnering process. As such, the Contractor shall participate in all partnering efforts.
- v. Pre-Construction Conference - The RE, with assistance from the Field Contracts Administrator and the Office Engineer, shall set the agenda, schedule, conduct the meeting, and produce the detailed minutes for the Pre-Construction Conference as described in Section 2.2.9.5 of the HCIP CM Plan.
- vi. Construction Status Meeting - The RE, with assistance from the FCA and OE, shall set the agenda, schedule, conduct the meeting, and produce/distribute the minutes for the Construction Status Meeting (Weekly Progress Meetings) as described in Section 2.2.9.6 of the HCIP CM Plan.
- vii. Application for Payment - The RE shall implement the procedure, verify the accuracy, negotiate quantities with the Construction Contractor, maintain auditable records and documentation, and forward for PM approval as required for Construction Contractor's Application of Payment and Monthly Schedule Update as described in Section 2.2.9.7 of the HCIP CM Plan.

1. The Construction Scheduler, Field Contracts Administrator, Office Engineer, and Project Controls staff shall assist the RE as described in this section.
- viii. Submittal Log - The RE shall help the PE develop submittal requirements prior to bidding, review other non-technical submittals as appropriate, and maintain the Submittal Log as described in Section 2.2.9.8 of the HCIP CM Plan.
1. The Office Engineer (“OE”) will assist the RE and oversee the logging and routing of submittals and ensure compliance as described in this section.
- ix. Request for Information - The RE shall manage the Construction Contractor’s RFIs and is responsible for coordinating review, use of the correct format, and for tracking as described in Section 2.2.9.9 of the HCIP CM Plan.
1. The OE will assist the RE and perform the initial review for completeness and conformance with submittal requirements as described in this section.
 2. The OE will coordinate other RFI reviews by the FCA, Construction Scheduler, CSM, ECM, Shutdown Coordinator, HHWP Representative, Outreach Liaison, or Construction Manager as appropriate, as described in this section.
- x. Substitution Requests - The City’s CM and PE staff will review Requests for Substitution as described in Section 2.2.9.10. However, the OE shall catalogue and monitor the requests. The RE shall check the requests for compliance with the procedures and requirements of the contract specification.
- xi. The RE shall maintain a copy of the contract documents and annotate all approved changes to the documents as described in Section 2.2.9.11 of the HCIP CM Plan.
- xii. Claims - The RE shall assist the City in minimizing the Construction Contractor’s opportunities for claims by implementing the pro-active claims management program as described in Section 2.2.9.12.
1. The RE shall review claims for conformance to the contract requirements, notify the City CM and PM, and lead the initial discussions with the City for a response to the claim.

2. The Construction Scheduler, Estimator, FCA, and Construction Inspectors will support the claim analysis and negotiation preparation.
 3. The RE and FCA will meet with the Construction Contractor to discuss the claim.
 4. The FCA will document all claim negotiations and record files.
- xiii. Dispute Review Board - The RE will evaluate the project risks and jointly select the Dispute Resolution Dispute Review Board with the Construction Contractor as described in Section 2.2.9.13 of the HCIP CM Plan.
- xiv. Construction Progress Reports - The RE and Construction Scheduler shall measure the Construction Contractor's progress each month against the Contractor's approved resource loaded baseline schedule, and assess the completion of activities, and prepares the Quarterly Project Construction Progress Report as described in Section 2.2.9.14 of the HCIP CM Plan.
- xv. Value Engineering Change Proposals - The RE and FCA shall lead the negotiations with the Construction Contractor on Value Engineering Change Proposals as described in Section 2.2.9.15 of the HCIP CM Plan.
- xvi. The RE shall monitor the Construction Contractor's schedule for access requirements to City facilities, check for schedule variances, and update the City's Shutdown Coordinator on a monthly basis, and perform the RE work responsibilities as described in Section 2.2.9.17 of the HCIP CM Plan.
- g. Provide Administrative Support, as needed, for the Project (*HCIP CM Plan 1.2.15*).
- i. The Administrative Document Control Specialist shall provide the clerical, administrative and document support services as described in Section 1.2.15 of the HCIP CM Plan.
- h. Provide Testing and Startup Support Services (*HCIP CM Plan 2.2.9.18*).
- i. The RE shall review the contract documents for testing and startup requirements. Contractor shall provide a Test and Startup Engineer to perform the testing and startup/commissioning work as described in Section 2.2.9.18 of the HCIP CM Plan.
- i. Provide Support for Spare Parts and Warranties (*HCIP CM Plan 2.2.9.19*).
- i. The OE shall check the contract documents for spare parts and warranty requirements as described in Section 2.2.9.19 of the HCIP CM Plan, and report the requirements to the RE for enforcement with the Contractor.

- j. Provide Management of Acceptance of the Work and Closeout HCIP (*HCIP CM Plan 2.2.9.20*).
 - i. The RE, with assistance of the FCA, shall review the contract documents and enforce the requirements for Substantial Completion and Contractual Milestones and for Final Completion, and perform the RE work as described in Section 2.2.9.20 of the HCIP CM Plan.
- k. Provide Support for Administration of Project Closeout and Turnover (*HCIP CM Plan 2.2.9.21*).
 - i. The RE shall be responsible for preparing and submitting to the City's Construction Manager and Project Manager a Project History and Lessons Learned Report, transferring project files, turnover of warranties, and other support as described in Section 2.2.9.21 of the HCIP CM Plan.

Task 3 Construction Contract Management

- a. Provide Construction Contracts Management Services (*HCIP CM Plan 2.2.11*), including, but not limited to, the following key subtasks.
 - i. Change Management—The RE, with assistance by the FCA, shall manage the change management process in conformance with the contract documents as described in Section 2.2.11.1 of the HCIP CM Plan. Other members of the Proposer's CM team shall provide support, as needed.
 - ii. Change Processing—The FCA and RE shall perform the services related to CORs and PCOs as described in Section 2.2.11.2 of the HCIP CM Plan.
 - iii. Claims Avoidance and Management—The Contractor shall practice claim avoidance to the extent possible with the Construction Contractor by practicing partnering, engaging the Construction Contractor by discussing events or circumstances that may lead to claims, and discussing claims mitigation or avoidance measures.
 - iv. Change Log—The FCA will maintain the log of all changes in the CMIS as described in Section 2.2.11.3 of the HCIP CM Plan.
 - v. Cost and Schedule Trending—The FCA and Construction Scheduler shall have lead responsibility for the cost and schedule trending as described in Section 2.2.11.4 of the HCIP CM Plan.
 - vi. Time Impact Analysis—The RE and Construction Scheduler shall have lead responsibility for the time impact analysis as described in Section 2.2.11.5 of the HCIP CM Plan.
 - vii. Cost Proposal—The CM Estimator shall prepare detailed estimates for PCOs or CORs that exceed \$200,000 as described in Section 2.2.11.6 of the HCIP CM Plan.

- viii. Environmental Construction Compliance—The Environmental Compliance Manager (ECM) shall have lead responsibility for ensuring environmental requirements are implemented during construction of the project as described in Section 2.2.11.7 of the HCIP CM Plan.
- ix. Contract Change Order Processing—This item is related to Section 2.2.11.2 of the HCIP CM Plan. The FCA will prepare the Change Order for City review and ensure that the requirements of Section 2.2.11.8 of the HCIP CM Plan are completed.
- x. Claims Processing—This item is related to Section 2.2.9.12 of the HCIP CM Plan. The RE shall have lead responsibility for analyzing the merit of any claim and for processing the claim as described in Section 2.2.11.9 of the HCIP CM Plan.

Task 4 Construction Inspection

- a. Provide Construction Inspection Services (*HCIP CM Plan 2.2.10*).
 - i. The RE shall be responsible for providing the inspection resources for the Quality Control (QC) services of this section. The Lead Construction Inspector and the team of Construction Inspectors shall be responsible for performing the QC inspection, including, but not limited to the following:
 - 1. Daily QC inspections and other inspections as described in Section 2.2.10.2 of the HCIP CM Plan.
 - 2. Daily Inspection reports as described in Section 2.2.10.5 of the HCIP CM Plan.
 - 3. Tracking of quantities and change order work related to issue/claims, conflicts and potential disputes, and force account work as described as described in Section 2.2.10.5 of the HCIP CM Plan.
 - 4. Quality management of SFPUC purchased material and equipment as described in Section 2.2.10.2 of the HCIP CM Plan.
 - 5. Documentation of quality deficiencies as described in Section 2.2.10.5 of the HCIP CM Plan, Substantial Completion and Final Completion punchlist management as described in Section 2.2.9.20 of the HCIP CM Plan.
 - 6. Verification of Record Drawings - assist the RE in assuring that the "red-line" record drawings accurately document the work and approved changes as constructed as described in Section 2.2.9.11 of the HCIP CM Plan.

- b. Provide Materials Testing and Survey Control (HCIP CM Plan 2.2.10.3 and 2.2.10.4)
 - i. The RE shall be responsible for performing periodic independent materials testing as described in Section 2.2.10.3 of the HCIP CM Plan.
 - ii. The RE shall be responsible for establishing control monuments and conducting verification surveys as described in Section 2.2.10.4 of the HCIP CM Plan.

Task 5 Construction Project Controls

- a. Provide Construction Project Controls Services (HCIP CM Plan 2.2.12).
 - i. Document Controls and Records Management—The ADCS, under supervision of the RE, shall perform or implement the document control and records management duties as described in Section 2.2.12.1 of the HCIP CM Plan.
 - ii. SFPUC Master Project Schedules—The Contract Manager shall assist the RE in review of the SFPUC Master Project P6 Schedule and provide input regarding detail activities and updates on a monthly basis; and the Construction Scheduler shall do the same for the Construction Contractor’s cost loaded Summary Schedule as described in Section 2.2.12.2 of the HCIP CM Plan.
 - iii. SFPUC Pre-Purchased Material and Equipment Schedules—The Contract Manager shall assist the City’s PM in developing the schedule for any pre-purchase of materials and equipment by the SFPUC as may be required for the construction of the project. After the construction NTP is issued, the RE shall monitor and manage the inspection and delivery of the pre-purchases to the Construction Contractor. Please refer to Section 2.2.12.3 of the HCIP CM Plan.
 - iv. Schedule Management—The RE, with assistance from the Construction Scheduler and Lead Construction Inspector, shall be responsible for schedule management as described in Section 2.2.12.4 of the HCIP CM Plan.
 - v. Contractor’s Schedule Requirements—The RE, with assistance from the Construction Scheduler, shall be responsible for enforcing the requirements of the schedule specifications as described in Section 2.2.12.5 of the HCIP CM Plan.
- b. Provide Schedule Review and Related Services (HCIP CM Plan 2.2.12). The RE, with assistance from the Construction Scheduler, shall provide the services as described in the following sections:

- i. Baseline Schedule Review and Approval as described in Section 2.2.12.6 of the HCIP CM Plan.
 - ii. Monthly Schedule Updates as described in Section 2.2.12.7 of the HCIP CM Plan.
 - iii. Recovery Schedules as described in Section 2.2.12.8 of the HCIP CM Plan.
 - iv. 4-Week Look-Ahead Schedules as described in Section 2.2.12.9 of the HCIP CM Plan.
 - v. Revisions to the Approved Schedule as described in Section 2.2.12.10 of the HCIP CM Plan.
 - vi. Schedule Analysis and Variance Reporting as described in Section 2.2.12.11 of the HCIP CM Plan.
- c. Provide Construction Cost Control and Forecasting Services (HCIP CM Plan 2.2.12). The RE, FCA and Construction Scheduler shall provide the services as described in the following sections:
- i. Construction Cost Control as described in Section 2.2.12.12 of the HCIP CM Plan.
 - ii. Forecasting of Cost and Schedule as described in Section 2.2.12.13 of the HCIP CM Plan.

Task 6 Environmental Compliance Services

- a. Provide environmental construction compliance management, oversight, inspections, and specialty monitoring services for the Project to ensure that all environmental requirements in the specifications are implemented and enforced pursuant to the Project's Mitigation and Monitoring Reporting Plans (MMRPs), SFPUC's Standard Construction Measures, and resource agency permit condition. (HCIP CM Plan 2.2.13)
- i. The ECM, with assistance from the Environmental Inspectors (EI) and Specialty Environmental Monitors (SEM), shall have responsibility for monthly reports to the RE and for implementing Section 2.2.13 of the HCIP CM Plan, maintaining quality and consistency of implementation, and for enforcing environmental procedures, including the services described in Sections 2.2.13.1 through 2.2.13.10 of the HCIP CM Plan.

Task 7 Community Benefits

7.1 Terms and Conditions

The Contractor shall provide the CB Commitments detailed in its CB Submittal during the term of the Agreement. The representations, warranties, and other terms contained in the Contractor's CB Submittal will be the basis for a Community Benefit Plan, but are for

the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

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

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

7.2 Project Team

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

7.3 Community Benefits Commitments

Contractor shall provide \$224,500 in direct financial contributions and \$25,500 in volunteer hours. Contractor commits to a minimum contribution of \$250,000 over the term of this Agreement as stated in the Community Benefits Summary Table below.

Community Benefits Summary Table

Community Benefit Priority Area	Description of Community Benefit Program Area or Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (rate is standardized and cannot be changed)	(D) Total Value of Volunteer Hours (B x C)	(E) In-Kind Contributions	(F) Total Contributions (A + D + E)
Workforce Development	San Joaquin County Office of Education / Tuolumne County Collaborative	Workforce development for local residents focused on disadvantaged communities	Start during Contract Year 1 – One training program per year for 5 years	\$60,000	35 Hrs	\$150/hr	\$5,250	\$0	\$65,250
Education	Tuolumne County Superintendent of Schools	Promote STEM training and events	Start during Contract Year 2 – Continue for 5 years	\$60,000	0 Hrs	\$150/hr	\$0	\$0	\$60,000
Economic Development	Mother Lode Job Training Program / Small Business Development Center	Support the development of local businesses.	Start during Contract Year 1 – Continue for 5 years	\$60,000	35 Hrs	\$150/hr	\$5,250	\$0	\$65,250
Environmental Justice	Habitat for Humanity of Tuolumne County	Increase affordable housing to low-income families	Start during Contract Year 1 – One build day per year for 5 years	\$44,500	100 Hrs	\$150/hr	\$15,000	\$0	\$59,500
TOTAL				\$224,500	170 Hrs		\$25,500	\$0	\$250,000

7.4 Accountability and Deliverables

Contractors shall provide a description of the accountability methods to ensure that the proposed CB activities will be delivered in a transparent and accountable manner. To maximize transparency and accountability, a process must be proposed that will assist in independently verifying that such funds and resources were delivered to the intended beneficiaries.

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

a) Community Benefits Plan and Timeline

- Contractor shall develop a Community Benefits Plan within three (3) months of issuance of the first NTP. The Community Benefits Plan will provide details

regarding community partnerships, expenditures, a schedule, and timelines related to the CB Submittal.

- Contractor is invited to meet once a year thereafter or as needed with the SFPUC External Affairs' Social Impact Partnerships Manager during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

b) Community Benefits Commitments and Reporting

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

7.5 Statements of Understanding

Contractor acknowledges that they agree with the following statements:

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

- Contractor commits to the Terms and Conditions set forth in this section and in the Agreement.

Contractor shall provide all of the CB Commitments, consistent with all of the terms of Contractor's Community Benefits Proposal dated **November 21, 2018**, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. *All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.*

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

3. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be **David Tsztoo**.

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

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

5. Reports. Contractor shall submit reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. Written reports, including any

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

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