

File No. 170344

Committee Item No. 4
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date April 27, 2017

Board of Supervisors Meeting

Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Public Utilities Commission Resolution</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Completed by: Linda Wong Date April 22, 2017
Completed by: Linda Wong Date _____

1 [Planning and Engineering Services Agreement - Brown and Caldwell - Southeast Plant
2 Biosolids Digester Facilities - Not to Exceed \$153,500,000]

3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to execute Amendment No. 1 to Planning and Engineering Design Services**
5 **Agreement No. CS-235, for specialized planning and engineering services for the**
6 **proposed new Southeast Plant Biosolids Digester Facilities, between the City and County**
7 **of San Francisco and Brown and Caldwell, increasing the agreement by \$73,500,000 for a**
8 **total amount not to exceed \$153,500,000, and extend the term by two and one half years,**
9 **for a total agreement duration of twelve and one half years from August 5, 2013, through**
10 **December 31, 2025, pursuant to Charter, Section 9.118.**

11
12 WHEREAS, The existing digester and solids handling facilities at the Southeast Water
13 Pollution Control Plant (SEP) represent technology developed in the 1940's and are currently
14 operating well beyond their useful lives; they are not designed to withstand the maximum
15 credible design earthquake; the San Francisco Public Utilities Commission (SFPUC) has had
16 to dedicate significant resources to repairing the existing digester and solids handling
17 processes to keep them in operation and maintain regulatory compliance; with SEP receiving
18 80% of the City's wastewater/stormwater flows, the failure of the digestion and/or solids
19 handling processes would be catastrophic; the SFPUC's ability to treat wastewater would be
20 compromised, resulting in severe public health, safety, regulatory, and environmental impacts;
21 and

22 WHEREAS, On May 28, 2013, the SFPUC approved Resolution No. 13-0086
23 authorizing the General Manager of the San Francisco Public Utilities Commission to execute
24 an agreement with Brown and Caldwell for specialized planning and engineering services for
25 the proposed new Southeast Plant Biosolids Digester Facilities for an amount not to exceed

1 \$80,000,000, and with a duration of ten (10) years, concluding on August 31, 2023, subject to
2 Board of Supervisors approval pursuant to Charter, Section 9.118; and

3 WHEREAS, This Board of Supervisors adopted Resolution No. 243-13 on July 16,
4 2013, pursuant to Charter, Section 9.118, authorizing the Agreement; and

5 WHEREAS, Amendment No. 1 is being requested for \$73,500,000, increasing the total
6 not to exceed agreement to \$153,500,000, and extending the agreement term by two and one
7 half (2.5) years for a total contract duration of twelve and one half (12.5) years, to continue
8 providing specialized planning and engineering services for the proposed new Southeast
9 Plant Biosolids Digester Facilities, subject to Board of Supervisors approval pursuant to
10 Charter, Section 9.118; and

11 WHEREAS, A Contract Monitoring Division subconsulting goal of 10% Local Business
12 Enterprise (LBE) participation has been established for this agreement, and Brown and
13 Caldwell has committed to 14% LBE participation of the total value of services to be provided;
14 and

15 WHEREAS, Funds for this amendment are available from Project CWWSIPDP–
16 Biosolids Digester Project; and

17 WHEREAS, On March 28, 2017, by its Resolution No. 17-0058, the SFPUC approved
18 Amendment No. 1 to the Planning and Engineering Project Design Services Agreement No.
19 CS-235, with Brown and Caldwell, to provide continued specialized planning and engineering
20 services for the proposed new Southeast Plant Biosolids Digester Facilities; and authorized
21 the General Manager to execute this amendment, increasing the agreement by \$73,500,000,
22 for a total agreement amount of \$153,500,000, and extending the agreement term by two and
23 one half (2.5) years for a total contract duration of twelve and one half (12.5) years, subject to
24 Board of Supervisors approval pursuant to Charter, Section 9.118; now, therefore, be it
25

1 RESOLVED, That this Board of Supervisors hereby approves and authorizes the
2 General Manager of the SFPUC to execute Amendment No. 1 to Planning and Engineering
3 Project Services Agreement No. CS-235, with Brown and Caldwell, to increase the agreement
4 by \$73,500,000 for a total amount of \$153,500,000, and extending the agreement term by two
5 and one half (2.5) years for a total contract duration of twelve and one half (12.5) years, in
6 substantially the form on file with the Clerk of the Board in File No. 170344 and in such
7 final form as approved by the General Manager and the City Attorney.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<p>Item 4 File 17-0344</p>	<p>Department: Public Utilities Commission (PUC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p>Legislative Objectives</p>	
<p>The proposed resolution would authorize the General Manager of the SFPUC to execute Amendment No. 1 to the contract between the City and Brown and Caldwell in order to continue to provide specialized design and engineering services for the proposed new Southeast Water Pollution Control Plant Biosolids Digester Facilities Project. The amendment would increase the contract not-to-exceed amount by \$73,500,000 from \$80,000,000 to \$153,500,000, and would extend the contract term by two years and five months through December 31, 2025, for a total contract term of twelve and one half years.</p>	
<p>Key Points</p>	
<ul style="list-style-type: none"> • The Southeast Water Pollution Control Plant Biosolids Digester Facilities Project (BDFP) would replace the existing solids handling and treatment facilities located at 750 Phelps Street in Bayview-Hunters Point. The current project budget for the BDFP is \$1,276,447,000. • The original contract between SFPUC and Brown and Caldwell consisted of preliminary design and engineering for the Southeast Water Pollution Control Plant Biosolids Digester Facilities Project ("Project"). Additionally, Brown and Caldwell was to provide detailed design work, development of the RFP to select the contractor to construct the Project, and engineering construction support services for the Project, depending on the project delivery method selected by SFPUC. In June 2016, SFPUC staff SFPUC selected Construction Management/General Contractor as the preferred project delivery method. The original contract amount of not-to-exceed \$80,000,000 was based on the estimated costs for Brown and Caldwell to provide design and engineering services to the Project based on a Design-Build contractor rather than a Construction Management/General Contractor. Use of the Construction Management/General Contractor project delivery method requires more design and engineering work by Brown and Caldwell. Therefore, SFPUC is requesting to increase the contract amount by \$73,500,000, from \$80,000,000 to \$153,500,000. 	
<p>Fiscal Impact</p>	
<ul style="list-style-type: none"> • Additional funds of \$73,500,000 are included in the Biosolids Digester Facilities Project budget, funded by Wastewater Revenue bonds, previously authorized by the Board of Supervisors. 	
<p>Recommendation</p>	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

On March 29, 2011, the Board of Supervisors approved the City's Ten Year Capital Expenditure Plan for FY 2012-2021 (Resolution 151-11), which includes the San Francisco Public Utilities Commission (SFPUC) capital project to upgrade and replace the City's wastewater system, called the Sewer System Improvement Program (SSIP). The SSIP is anticipated to be completed in two phases over a period of 20 years, at an estimated cost of \$6.9 billion to be funded from increases in rates to PUC wastewater customers. Phase I includes planning and construction of sewer treatment facilities, at a total estimated cost of \$2.7 billion.

The largest project under Phase I of the SSIP is the Southeast Water Pollution Control Plant Biosolids Digester Facilities Project (BDFP), which would replace the existing solids handling and treatment facilities located at 750 Phelps Street in Bayview-Hunters Point.

The current project budget for the BDFP is \$1,276,447,000. This budget is \$90,447,000 greater than the original project budget in 2013 of \$1,186,000,000. According to the SFPUC General Manager's March 1, 2016 report on the Sewer System Improvement Program, subsequent to the issuance of the Biosolids Digester Facilities Project conceptual engineering report in August 2015, SFPUC staff re-evaluated the design criteria, level of redundancy and treatment processes and costs for the project, resulting in revised project budget of \$1,276,447,000, which was subsequently approved by the SFPUC in March 2016. The increase in the BDFP budget did not increase the overall budget of the SSIP. To date, \$77,122,752 of the funds for this project have been spent, and the SFPUC expects to spend the remaining amount of \$1,199,324,248 by May 2025.

Just like the current facility at the Southeast Water Pollution Control Plant, the new BDFP is designed to take wastewater and break it down into its least harmful components. Approximately two-thirds of the City's wastewater receives its final treatment at the Southeast Water Pollution Control Plant before being released into the Bay.

During the preliminary planning phase in 2012, the SFPUC identified the need for design and engineering expertise in biosolids treatment, odor control, and instrumentation in large treatment facilities. The SFPUC developed a Request for Proposal (RFP) for design and engineering support for the BDFP, including oversight of the actual construction phase to ensure plans are being implemented properly. On April 1, 2013, the PUC issued the RFP and received only one bid from a team composed of 24 firms, led by Brown and Caldwell, Inc. According to SFPUC May 28, 2013 meeting agenda, the lack of competitive bids was anticipated, as there are few firms with the background, experience, or technical expertise to design such a large wastewater treatment plant.

On May 28, 2013, the SFPUC authorized the General Manager to execute an agreement with Brown and Caldwell, Inc. for specialized design and engineering services for the proposed new BDFP for an amount not to exceed \$80,000,000 with a ten year term, concluding on August 21, 2023. The Board of Supervisors approved the contract on July 10, 2013.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the General Manager of the SFPUC to execute Amendment No. 1 to the contract between the City and Brown and Caldwell in order to continue to provide specialized design and engineering services for the proposed new Southeast Water Pollution Control Plant Biosolids Digester Facilities Project. The amendment would increase the contract not-to-exceed amount by \$73,500,000 from \$80,000,000 to \$153,500,000, and would extend the contract term by two years and five months through December 31, 2025, for a total contract term of twelve years and five months.

FISCAL IMPACT

The original contract between SFPUC and Brown and Caldwell consisted of preliminary design and engineering for the Southeast Water Pollution Control Plant Biosolids Digester Facilities Project ("Project"), including the conceptual engineering report, which was completed at the end of 2015. Additionally, Brown and Caldwell was to provide detailed design work, development of the RFP to select the contractor to construct the Biosolids Digester Facilities Project, and engineering construction support services for the Project. According to the original contract, the additional detailed design, RFP development, and engineering construction support to be provided by of Brown and Caldwell would depend on the project delivery method selected by SFPUC.

SFPUC considered two different project delivery methods for this Project: (a) Design-Build¹ and (b) Construction Manager/General Contractor² (CM/GC). In June 2016, the SFPUC staff and the SSIP's Program Management Consultants, AECOM and Parsons International, evaluated the two project delivery methods, and SFPUC selected CM/GC as the preferred project delivery method. SFPUC evaluated the two project delivery methods based on the project cost, allocation of risk, SFPUC oversight and control, and other criteria.

According to Mr. Carlos Jacobo, SFPUC Budget Manager, the original contract amount of not-to-exceed \$80,000,000 was based on the estimated costs for Brown and Caldwell to (a) provide preliminary engineering services, including the conceptual engineering report, (b) provide

¹ Under the "Design-Build" project delivery method, Brown and Caldwell would design up to the 35 percent phase for the project and would then assist the SFPUC in the preparation of a separate RFP to select the Design-Build contractor. The selected Design-Build contractor would be responsible for completing project design and constructing the project. Brown and Caldwell would act as the SFPUC technical representative to the selected Design-Build contractor and supply engineering support to the selected Design-Build contractor during construction.

² Under the "Construction Manager/General Contractor" project delivery method, Brown and Caldwell would design the project and provide engineering support during construction. SFPUC would issue a separate RFP to select the Construction Manager/General Contractor to manage and construct the project.

design services up to the 35 percent design level, (c) prepare the RFP to procure a Design-Build contractor, (d) provide as-needed engineering support during construction, and (e) serve as SFPUC's technical representative on the project.

According to Mr. Jacobo, the contract not-to-exceed amount under the proposed first amendment increases by \$73,500,000, from \$80,000,000 to \$153,500,000 because Brown and Caldwell will provide more design and engineering services to the Biosolids Digester Facility Project under the Construction Manager/ General Contractor project delivery method than under the previously-anticipated Design-Build project delivery method. These services include design services up to 100 percent design completion (rather than 35 percent design completion), increased engineering support during construction, and assistance with new facility start-up, testing and commissioning.³ As noted above, it was contemplated under the original contract that the scope of work to be performed by Brown and Caldwell, Inc. would depend on the project delivery method.

Table 1 below shows the difference in the original Brown and Caldwell, Inc. contract amount of \$80,000,000, in which the SFPUC would have selected a Design-Build contractor to construct the Southeast Water Pollution Control Plant Biosolids Digester Facilities Project, compared to the proposed first amendment amount of \$153,500,000, in which SFPUC will select a Construction Manager/General Contractor to construct the Biosolids Digester Facilities Project.

³ Under the Design-Build project delivery method, the Design-Build contractor, rather than Brown and Caldwell, would have provided the additional design and engineering work.

Table 1: Comparison of Specialized Design and Engineering Contract Not-to-Exceed Amount under Original Contract and Proposed First Amendment

	Original 2013 Contract (Design Build Project Delivery)	Proposed First Amendment (Construction Manager/ General Contractor Project Delivery)	Increase/ (Decrease) in First Amendment Compared to Original Contract
Planning	\$36,611,165	\$36,611,165	\$ 0
Design			
To 35% Design	21,388,835	26,012,874	4,624,039
To 100% Design	---	60,557,570	60,557,570
RFP Documents	6,000,000	318,391	(5,681,609)
Engineering support as owners representative	8,000,000	---	(8,000,000)
Engineering support during construction	8,000,000	25,000,000	17,000,000
Facility start-up and commissioning	---	5,000,000	5,000,000
Total	\$80,000,000	\$153,500,000	\$73,500,000

According to Mr. Jacobo, the proposed contract extension of approximately 2 years and five months through 2025 with Brown and Caldwell is within the SFPUC 2016 approved project budget and schedule and will not increase the project budget or change the project schedule for the completion of the Southeast Water Pollution Control Plant Biosolids Digester Facilities Project. The extension will allow Brown and Caldwell, Inc. to continue to provide the needed services to complete the design of the new biosolids digester facilities at the Southeast Plant, and provide engineering support during construction and start-up. Therefore there will be no changes to the currently-planned bond financing or water rate charges for customers.

RECOMMENDATION

Approve the proposed resolution.

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

**First Amendment
Between the City and County of San Francisco and
Brown and Caldwell
Planning & Engineering Services, Southeast Plant Biosolids Digester Facilities
(CS-235)**

THIS AMENDMENT (this "Amendment") is made as of **March 30, 2017**, in San Francisco, California, by and between **Brown and Caldwell** ("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 extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4110-12/13** on **April 17, 2017**; and

WHEREAS, approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number **17-0058** on **March 28, 2017**; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution Number [insert resolution number] on [insert date of Board of Supervisors' action];

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 **June 13, 2013** between Contractor and City.

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. 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 **ten (10) years from July 29, 2013 to July 28, 2023.**

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 **twelve (12) years from July 29, 2013 to December 31, 2025.**

2b. Section 5. Section 5. **Compensation** of the Agreement currently reads as follows:

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 **Eighty Million Dollars (\$80,000,000)**. 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. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

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:

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 **One Hundred Fifty Three Million Five Hundred Thousand Dollars (\$153,500,000)**. 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. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

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.

2c. Sugar-Sweetened Beverage Prohibition. Section 58 is hereby replaced in its entirety to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2d. 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 \$10,000,000 each occurrence and \$20,000,000 general aggregate which shall be renewed annually with Combined Single Limits for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. These limits shall be dedicated to this project; and

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 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.

2e. Replacing Section 32. Section 32 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.

2f. 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.

2g. Notices to the Parties. Section 25 is hereby replaced 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: **Carolyn Chiu, Project Manager
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(tel.) 415-554-0791
email: cchiu@sfwater.org**

To Contractor: **Tracy Stigers, PE, BCEE
Brown and Caldwell
1390 Market Street, Suite 1025
San Francisco, CA 94102
(tel.) 415-552-5849
(fax) 925-937-9020
email: tstigers@bnwcald.com**

Any notice of default must be sent by registered mail.

2h. Replacing Appendix A Services to be provided by Contractor. Appendix A is hereby replaced in its entirety to read as follows:

Appendix A
Services to be provided by Contractor

Contractor (Brown and Caldwell) agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated May 13, 2013, and Overhead and Profit Schedule (OPS) for Phase 1 dated May 30, 2013. An OPS for Phase 2 will be submitted at the initiation of Phase 2. The RFP, Contractor's proposal and OPS are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and its implementing task orders shall control over the RFP and the Contractor's proposal.

1. Description of Services

The proposed Southeast Plant Biosolids Digester Facilities Project (BDFP or Project) is one of the largest and most complex projects in the Sewer System Improvement Program (SSIP). The objectives of this Project are to fully replace the existing aged and failing facility with new biosolids digester facilities that reliably meet the SSIP Goals and Levels of Service (LOS) and provide continued compliance with present and anticipated future regulations. Once completed, the SEP BDFP, would minimize plant impacts to the neighborhood with respect to aesthetics (visual), odors, noise and traffic, and will be a positive enhancement to the local community.

New biosolids/solids handling treatment processes are anticipated to include solids thickening, anaerobic digestion, gas handling, energy generation/recovery, dewatering, odor control, control systems and related ancillary processes. Thermal hydrolysis as a digestion pretreatment may be included. The new facility will be designed to promote energy recovery, onsite/offsite use for sustainability, and economic and environmental benefits. The production of advanced biosolids products will be considered if viable and sustainable markets are realized for the use of SFPUC's biosolids.

The planning and design of the SEP BDFP will proceed in two consecutive phases:

Phase 1 – Planning and Preliminary Engineering

Phase 2 – Detailed Design, Procurement and Engineering Construction Support

The delivery of the BDFP will be implemented by a City led team of City and Contractor staff. In Phase 1, the Contractor will lead most of the tasks. City and Contractor roles and responsibilities in Phase 2 will be dependent on the outcome of Phase 1 and the project delivery methods ultimately chosen by the SFPUC. Given the Project's schedule constraints, it is likely that the BDFP will be implemented through alternative project delivery methods. The Contractor's specific scope of work in Phase 2 should be considered as "as-needed" until project delivery methods are selected by the SFPUC and the performance of the Contractor in Phase 1 is evaluated. The Contractor should be prepared to provide:

Specialized expertise;

Detailed design resources;
Contract management;
Pre-construction services;
Construction support services;
Commissioning, startup and training support; and
Other resources that are considered necessary to augment the City's team.

Any information, data, models, and graphics related to the Southeast Biosolids Digester Facilities Project that will be used in any publications, industry research, industry awards, or publicity shall be reviewed and approved by the SFPUC Project Manager or Design Manager prior to the submission of any abstracts, forms, applications, presentations, papers, documents and/or shared media.

2. Task Orders

Performance of the service under this Agreement will be executed according to a task order process, and the 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, specific 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 the 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:

TASK 1: PROJECT MANAGEMENT AND COORDINATION OF CONTRACTOR SERVICES

Provide overall project coordination for keeping project participants informed of progress, technical issues, planned activities, and events. Project participants include City and Contractor staff in project management, engineering, environmental planning, construction management, operations, maintenance, and public outreach, as well as independent experts and other parties such as public agencies and community groups. Perform coordination activities described below.

- 1.1 Prepare a Draft and Final Project Management Plan for review and acceptance by SFPUC staff. The Project Management Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan shall include the following information:
 - 1.1.1. Project Team organization and responsibility including all contact information for key team members;
 - 1.1.2. Contractor's contract administration procedures;
 - 1.1.3. Cost and schedule control procedures;
 - 1.1.4. List of tasks and corresponding staff and budget;
 - 1.1.5. Detailed schedule of tasks, milestones, and deliverable due dates;
 - 1.1.6. File management for project record sharing/keeping and coordination guidelines to allow integration with project team members within SFPUC, San Francisco Department of Public Works (SFPUC), Contractor firms, the Sewer System Improvement Program (SSIP) Program Management Contractor (PMC) and others. A common web-based document management platform specifically Microsoft SharePoint, will be used by project team members, to store, manage and share documents and files. Microsoft Sharepoint will allow for efficient file management and staff collaboration.
 - 1.1.7. The Contractor shall implement the SFPUC change control/management procedure for tracking and controlling changes, particularly those affecting the project scope, schedule and construction cost estimate. This change control will be applied at a 35% design estimate. The Contractor shall identify and communicate scope, schedule and cost impacts to the SFPUC in a timely fashion.
- 1.2. Prepare for and attend project kick-off meeting to review tasks, milestones, roles, communication, and coordination processes with the extended team. The Project Management Plan will be discussed during this kick-off meeting.
- 1.3. Submit a Draft and Final Phase 1 Work Plan including deliverables and resource loading for the Planning phase, for review and acceptance by SFPUC staff. The Plan shall include the following information:

- 1.3.1. A cost loaded work breakdown structure. At a minimum, the breakdown will be at a subtask level and may be further broken down by discipline at the City's request. The City will provide a format for the work breakdown structure. Costs shall be loaded by month.
- 1.3.2. A detailed list of deliverables (including but not limited to reports, technical memorandums, geotechnical data, process and hydraulic models, calculations, drawings, and specifications) with the proposed deliverable schedule.
- 1.4. Submit a Draft and Final Phase 2 Work Plan, including deliverables and resource loading for the Design phase once the project delivery method(s) have been determined. The Design Engineering Work Plan shall include the following information:
 - 1.4.1. A cost loaded work breakdown structure. At a minimum, the breakdown will be at a subtask level and may be further broken down by discipline at the City's request. The City will provide a format for the work breakdown structure. Costs shall be loaded by month.
 - 1.4.2. A detailed list of deliverables (including but not limited to reports, technical memorandums, geotechnical data, process and hydraulic models, calculations, drawings, and specifications) with the proposed deliverable schedule.
- 1.5. Prepare for and attend bi-weekly (or other routine interval) technical coordination progress meetings for the duration of the Agreement. Contractor shall document the meetings by producing project meeting minutes for distribution. Sharepoint shall be used for the storage and communication of all project documents.
- 1.6. Prepare and make presentations as required by SFPUC's Infrastructure Division Procedures. Typically, the presentations occur at the end of the NAR, AAR, the CER, the establishment of the design criteria, and every design milestone (e.g., 35%, 65%, etc.). Other presentations may be warranted if an alternative project delivery method is implemented. In addition, value engineering presentations and presentations to the SSIP Steering Committee will also be required. The Contractor may be required to lead these presentations and will be required to prepare all necessary graphics and PowerPoint slides. Contractor shall document the meetings by producing project meeting minutes for distribution.
- 1.7. Prepare for and participate in coordination workshops to reconcile comments after each presentation. The Contractor will be required to lead these workshops. Contractor shall document the workshop by producing project meeting minutes for distribution.
- 1.8. Prepare for and participate in public outreach meetings/ workshops, as needed. It is anticipated that routine meetings will be held with the community-based Digester Task Force or equivalent committee/organization.

- 1.9. Participate in partnering sessions with the successful bidders of the construction packages and the construction management teams.
- 1.10. Submit monthly progress reports, with highlights of work achievements during the past month (including the community benefit effort), issues requiring action and proposed solutions, work planned and important milestones for the upcoming month, summary of design work hours by discipline, and a decision log showing significant decisions approved over the life of the contract. Also for each task, provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; (3) summary of current expenditures (person-hours, dollars expended, and percent of task budget expended); (4) remaining task budget; and (5) estimated expenditures for the following month. The report shall identify any issues or scope changes that may affect overall cost and/or schedule of planning/design phases.
- 1.11. Provide information and updates for SSIP quarterly reporting, SSIP quarterly Commission updates, and programmatic schedules. As part of a quarterly meeting, this will be reviewed by the SSIP management team.
- 1.12. Maintain both hard copy and electronic project files (utilizing SharePoint) including all plans, reports, correspondences, calculations, and other documents pertaining to the planning and design efforts. All calculations shall be stamped and signed by a Professional Engineer licensed in the State of California. All documents shall be fully checked and signed off in accordance with Quality Assurance/Quality Control procedures.
- 1.13. Coordinate review comments provided by others on reports, memoranda, project documents, and other work products. Document and disseminate responses to review comments. Contractor will provide responses to all comments in a tabular format as provided by the SFPUC.

Task 1 Key Deliverables:

- 1.A. Draft Project Management Plans (one for each phase),;
- 1.B. Final Project Management Plans (one for each phase),;
- 1.C. Draft Phase 1 Work Plan,;
- 1.D. Final Phase 1 Work Plan,;
- 1.E. Draft Phase 2 Work Plan,;
- 1.F. Final Phase 2 Work Plan,;

- 1.G. Meeting summaries documenting key decisions and action items from project meetings, presentations and workshops;
- 1.H. Monthly Progress Reports,;
- 1.I. Monthly invoices in accordance with City requirements;
- 1.J. Copies of all project correspondence, calculations, references, photographs, graphics, AutoCAD files, and other project records;
- 1.K. Responses to review comments.
- 1.L. All deliverables will be signed off by the City.

TASK 2: QUALITY ASSURANCE/ QUALITY CONTROL

- 2.1 Prepare Draft and Final Quality Assurance (QA) Plan for review and acceptance by SFPUC staff. The QA Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;
 - 2.1.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.
- 2.2 Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with other related projects and their City/Contractor staff.
- 2.3 Prepare Quality Control (QC) Plan - The Contractor shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:

- 2.3.1 Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - 2.3.2 Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - 2.3.3 Procedures for reviewing and checking work performed by subcontractors to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - 2.3.4 Procedures for resolving review comments; and
 - 2.3.5 Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
- 2.4 Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with other related projects and their City/Contractor staff.

Task 2 Key Deliverables:

- 2.A. Draft QA Plan.
- 2.B. Final QA Plan.
- 2.C. Draft QC Plan.
- 2.D. Final QC Plan.
- 2.E. Monthly reports that document compliance with both the QA and the QC plans (i.e. QC reviewer names and signatures on forms for key project deliverables, etc.)

TASK 3: REVIEW BACKGROUND INFORMATION

This task shall include the review of relevant available project documents from available resources. The following contain a partial list of documents for the Contractor to review.

3.1. At a minimum, the Contractor shall review the following:

- 3.1.1. SSIP Endorsed Goals, LOS and Strategies
- 3.1.2. Relevant record drawings of SEP
- 3.1.3. Sewer System Master Plan reports and technical memorandums, 2008 - 2010
- 3.1.4. 2010 Digester Task Force Report
- 3.1.5. Biosolids and reuse agreements
- 3.1.6. Regional Biosolids Reports
- 3.1.7. Regulatory and operating permits for the treatment plant and biosolids operation, excluding resource agency permits for construction
- 3.1.8. Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from the SFPUC and other City agencies such as San Francisco Department of Building Inspection (SFDBI) and SFDPW. Also any available geotechnical and hazardous material investigation reports from other public/private projects/entities
- 3.1.9. Available utilities information for the areas located in the vicinity of this project from SFDBI, SFPUC, and SFDPW libraries
- 3.1.10. Record drawings of other facilities located in close proximity to this project, e.g. Caltrain, Caltrans, PG&E, etc., to locate all existing utilities and structures within the project area
- 3.1.11. General Plan, Zoning, Community Plan, other applicable plans and environmental documents (to be compiled by City staff)
- 3.1.12. SFPUC Health and Safety Guidelines
- 3.1.13. General Seismic Requirements for Design of New Facilities and Upgrade of Existing Facilities, Revision 2 (EMB, October 2009 and any subsequent revisions)

Additional materials available for review include, but are not limited to, surveying data; aerial photos; topographic maps; right-of-way (ROW) maps; impact avoidance and

mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies.

- 3.2. It is anticipated that the following documents may be available in draft or final versions by the time the SFPUC issues the Phase 1 NTP. The reports/plans are being initiated and/or developed by PMC and/or SFPUC staff.
 - 3.2.1. SSIP Validation Report and SEP Technical Memorandum 2013
 - 3.2.2. SEP Baseline Report, 2013
 - 3.2.3. SEP Needs Assessment Report (NAR), 2013
 - 3.2.4. SEP Condition Assessment Report, 2013
 - 3.2.5. Biosolids End Use Market Assessment and High-Strength Waste Utilization Business Plan, 2013
 - 3.2.6. Biogas Utilization Alternatives Evaluation, 2013
 - 3.2.7. Urban design guidelines or other local land use criteria documents, if available
 - 3.2.8. Community Outreach and Participation Plans addressing Project stakeholders

Task 3 Key Deliverables:

- 3.A. Draft and Final Technical Memoranda confirming the adequacy and applicability of information presented in the background documentation; identifying any data gaps that must be completed during planning and design phases of the project; and presenting a schedule and plan for addressing the data gaps. If necessary, a recommended scope of work and budget to obtain additional data shall be submitted with the plan.

TASK 4: LAND NEEDS AND PROPERTY ACQUISITION

SFPUC will lead the effort as it relates to property acquisition, right-of-way and real estate services. SFPUC staff has conducted an evaluation of land needs and an assessment of properties adjacent and near the SEP for the BDFP. A list of viable site alternatives has been developed. This information was presented to the Digester Task Force for their input and concurrence in 2009-1010. The Digester Task Force is a specially formed group of local Bayview community stakeholders. Contractor is to provide technical support with respect to land evaluation and real estate services, as described herein:

4.1. Confirm amount of acreage needed in the vicinity of the SEP to accommodate:

- Construction staging and material laydown area
- Temporary facilities
- New permanent facilities
- Other Future needs

4.2. Review the viable site alternatives identified previously for the SEP BDFP. Ensure previous land evaluations considered other nearby improvements and developments sponsored by the City/SFPUC (e.g. Other SEP Capital Improvement Projects, Central Bayside System Improvement Project, Eastside Recycled Water Facility), and/or other public federal or state agencies and private developers. Land evaluation criteria should address ease of acquisition and steps to finalization of site control, purchase costs, right-of-way and easement requirements, ease of access and vehicular traffic through/near site, need for relocation of existing tenant, property transfer, current site use, geological and soil conditions, flood potential, City zoning or re-zoning limitations, other agency jurisdictions, and other requirements.

4.3. Provide as-needed assistance as directed by SFPUC and City Real Estate staff in developing various property-related documents such as:

4.4. Prepare land appraisals and cost estimates for purchase

4.5. Provide right-of-way (ROW) assistance

4.6. Prepare official maps

4.7. Provide letters of understanding regarding acquisition, relocation and purchase of new locations and cost.

4.8. Provide legal descriptions for new property and establishing temporary (construction) easements, subsurface easements, and final easements.

4.9. Terms and conditions for Letters of Agreement and Memorandums of Understanding (MOUs)

Task 4 Key Deliverables:

4.A. Draft and Final Technical Memoranda summarizing land need, property evaluation and land acquisition activities supported by the Contractor.

4.B. Final and Draft documents relating to real estate/property assessments, as needed.

TASK 5: SURVEYING INFORMATION

This task will be implemented with guidance and in coordination with City surveying staff. It should be assumed that some of the surveying work will be performed by City staff.

- 5.1. As requested by the City, develop Survey Information. Perform land surveys and aerial surveys and prepare maps for areas within the boundaries of the SEP and all additional property to be obtained for the Project. Develop topographic information for inclusion in background/contract drawings for the Project facilities for construction bids. Contractor to determine and work with City for appropriate datum, grid size, scale, and resolution.
- 5.2. As requested by the City, coordinate and obtain necessary approvals from local agencies, private owners, and utilities through City representatives for survey work. Obtain access and/or permits required to accomplish necessary surveying by completing and processing permit applications, and by providing technical support, as needed, to secure these permits. Any costs for permits will be reimbursed back to the Contractor with proper receipts/documentations via progress payments. City staff will help support this task, but overall responsibility of this task remains with the Contractor.

Task 5 Key Deliverables:

- 5.A. Background Drawings – As requested by the City, provide background drawings containing topographic information.
- 5.B. Land and Aerial Survey Information - As requested by the City, provide survey field notes and data and other backup information used in developing background drawings.

TASK 6: UTILITY INFORMATION

Contractor shall gather, identify, and document all utility information within and surrounding the SEP. Contractor will also identify all utility information within and surrounding any site identified under additional land needs and property acquisition. Contractor will work with City staff to coordinate with utilities to obtain existing utility records. The following are the responsibilities of the Contractor under this task during Planning and Design Phases.

- 6.1. Prepare a Pothole sampling plan that identifies the utilities or underground facilities to be verified. Include information on the methodologies (shallow versus deep) to be used to perform the potholing.
- 6.2. Perform field inspection/subsurface investigations as needed to verify location of utilities and facilities that may conflict with the proposed project elements. This includes but is not limited to all the facilities associated with the SEP BDFP. This will require pothole investigations of both City and private utilities/facilities.
- 6.3. Prepare AutoCAD maps/layers showing the location of the existing utilities. This will be part of the overall site drawings for the SEP improvements.

- 6.4. Coordinate and provide design or design support for any required relocation of utilities or facilities (public or private).

Task 6 Key Deliverables:

- 6.A. Pothole sampling plan.
- 6.B. Utilities and Facilities Coordination Technical Memorandum - Prepare and submit a technical memorandum package summarizing the results of utilities and facilities field location work. The technical memorandum and accompanying documents shall record field information on utilities and facilities that may conflict with the proposed project elements. It shall identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by the proposed project elements. The TM should provide at a minimum an overall site map of all the potholing locations; a table listing the pothole identification number, pothole coordinates, depth of pothole activity, and utility or underground facility identified; any pictures related to the potholing activities.
- 6.C. AutoCAD maps/layers showing the type, size, and location of active and abandoned utilities. These maps will be submitted to the owners of the utilities and returned for confirmation.

TASK 7: GEOTECHNICAL AND HAZARDOUS MATERIAL INVESTIGATION

The overall task will be to assess the geology, geotechnical, and groundwater conditions at the existing and preferred project sites and to determine the required design parameters. Contractor shall define and conduct/implement a geotechnical investigation and hazardous material site characterization program for the potential site alternatives near/adjacent SEP. The Contractor shall acquire, assemble, and review all available geotechnical information within the project limits, identify the missing geotechnical/hazardous material information, and develop a work plan to obtain the missing information. The Contractor shall obtain the necessary geotechnical/hazardous material information. The findings will be taken into consideration in the site planning for the Project. In evaluation of the existing and newly acquired geotechnical/hazardous material information, the Contractor shall determine the site-specific design criteria to use as the basis of design, including all geotechnical and seismic hazards information. The Contractor shall determine and identify all geotechnical design information and seismic hazards information related to the project. This includes, but is not limited to, depth of piles, lateral spread, site-specific ground motion, and liquefaction potential. The analysis shall provide all geotechnical information needed by the design team to complete the design.

The geotechnical investigation and site characterization program for the entire project, including City's/other agencies' ROW shall include, but not be limited to, the items listed below. Due to possible hazardous underground soil, groundwater issues, and the monitoring wells, the

Contractor shall prepare a report in accordance with the standard engineering practices and shall present alternative recommendations to mitigate geotechnical and hazmat issues as needed.

- 7.1. Site exploration shall include, but is not limited to, drilling and sampling boreholes, cone penetration tests, sampling and testing for soil and groundwater corrosivity, sampling and testing for presence of hazardous materials in soil and groundwater, seismic refraction survey, and installation and monitoring of groundwater observation wells as required to measure seasonal variability. Site services shall also include in-situ testing and monitoring including, but not limited to, groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, and hydraulic conductivity testing. Contractor shall perform initial assessment as directed by the City.
- 7.2. Laboratory testing shall include, but is not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil and groundwater handling and disposal requirements.
- 7.3. Provide assessment of seismicity to the retrofit of existing infrastructures and the design of new infrastructures. Provide detailed design parameters to the design team.
- 7.4. Perform all related necessary investigations, administrative applications, submittals, and reporting in accordance with the Maher Ordinance requirements within areas of the Maher Ordinance. This work includes, but is not limited to, site history and records review; soil sampling and analysis program to characterize soil according to the San Francisco Maher Ordinance requirements; compaction study to evaluate re-use of excavated fill materials; and compliance with all sections of the San Francisco Maher Ordinance. Documented information shall be evaluated and formatted such that potential requirements for off-site disposal of soil generated during future construction activities at the site are identified with recommended mitigation measures during construction if necessary, to protect workers and the public from exposure to hazardous chemicals.

Contractor shall provide the necessary project information to the SFPUC Bureau of Environmental Management to obtain the necessary approvals for the field boring work and groundwater well drilling and abandonment.

Task 7 Key Deliverables:

- 7.A. Draft and Final Data Report on Previous Investigations - The report shall include a summary graphic showing the location of all previous borings and geotechnical information collected to date and shall summarize all available geotechnical, hazardous material, and groundwater information pertaining to the proposed alternative locations. In addition, all the complete existing reports, data, and information used to compile the summary report shall be provided as appendixes in electronic format.
- 7.B. Draft and Final Geotechnical & Hazardous Material Investigation and Site Characterization Work Plan - This Work Plan shall describe the geotechnical,

groundwater, and hazardous material investigation and site characterization program necessary for the identified alternatives. The Plan will include the number of borings and wells, the necessary depths, boring and well locations testing methods and protocols, and a number of contingency borings in case additional boring and groundwater information is required during Planning. Applicable portions of the Plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. This Work Plan shall be reviewed and accepted by the City prior to proceeding with the program work.

- 7.C. Draft and Final Geotechnical and Hazardous Material Investigation and Site Characterization Data Report (GDR) – The report shall provide factual data and information obtained from the geotechnical, groundwater, and hazmat investigation efforts. The location of any soils or groundwater that contains hazardous constituents and underground fuel tanks shall be identified. The report must characterize the soil to be removed or reused on site and shall include a soil balance analysis. The report shall also provide information for developing methods and locating sites for handling, treatment, storage, and disposal of any contaminated materials. Descriptions of any areas requiring special handling, such as capping, grout injection, or other methods, shall be provided. The GDR is to provide information for screening and site layout of alternatives.
- 7.D. Draft and Final Geotechnical Interpretive Report (GIR) - This report is to provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis. Furthermore, geotechnical recommendations shall be provided for design of all project components, including underground work, pile depth, dewatering, shallow and deep foundations, any shoring constraints necessary to prevent settling of adjacent buildings/basins/facilities, monitoring necessary to detect any settling, excavation compaction, grading and sub-grade preparation. Geotechnical recommendations for various alternative construction methods shall be provided and reviewed.

The reports and data listed above are expected to be made available for construction bidder's review as a part of the contract documents. It is therefore critical that the documents go through multiple quality checks before they are finalized.

TASK 8: ARCHITECTURE AND LAND USE PLANNING

Surrounding land use, facility architectural design and visual mitigation are critical factors for positive acceptance of the SEP BDFP, and shall be developed in coordination with the planning and design of the treatment improvements. The land use and architectural design for the SEP will be consistent with existing and anticipated land planning requirements and architectural guidelines for the City and/or Bayview community. Local urban design guidelines may be proposed by others for reference in this Project. The visual theme should be consistent with other future developments (including other SFPUC projects) in the vicinity with input and consensus from neighboring community. This task may be conducted by a City-led team of Contractor and City staff from Architecture and Landscape Architecture.

- 8.1. Describe existing aesthetic setting and neighborhood concerns.
- 8.2. Conduct workshops with stakeholders and community members and gain input on preferred types of visual, odor and noise mitigation or land use features.
- 8.3. Develop modes to mitigate noise, sound and visual impacts from constructed treatment processes and associated structures, taking into consideration inputs from the Constraints and Opportunities analyses, and environmental impact avoidance.
- 8.4. Develop architectural design standards, features and landscaping theme for SEP, including lighting, fencing, type of materials and colors.
- 8.5. Prepare graphic, computer models (3-D walkthrough), and videos as development and presentation tools.
- 8.6. Prepare a physical model of final design.
- 8.7. Provide any drawings, information and presentation material to the San Francisco Arts Commission review, as required.

Task 8 Key Deliverables:

- 8.A. Draft and Final Technical Memorandum on Architecture and Land Use Plans to be implemented as a part of the SEP BDFP.
- 8.B. Develop presentation material and full-size drawings or sketches to describe architectural and landscape themes and visual enhancements/mitigations.
- 8.C. Provide presentation graphics, computer models, and videos.

TASK 9: ALTERNATIVES ANALYSIS REPORT

Prepare an Alternatives Analysis Report (AAR) for the SEP BDFP in accordance with SFPUC standards.

The AAR, to be developed by the Contractor, will focus only on the scope of the SEP BDFP (solids handling facilities). In the AAR, the Contractor will develop and thoroughly evaluate viable alternative solutions to meet the SSIP Level of Service (LOS) objectives. For each key process alternative, a single recommended technology will be selected using decision analysis criteria developed with input from the SFPUC and moved forward. Ultimately, the recommended technologies selected for each key process will form the basis of the Recommended Alternative for Conceptual Engineering and Detailed Design.

9.1. Biosolids Treatment Process Evaluation and Selection

It has been established that the SFPUC, at a minimum will upgrade its solids handling treatment to produce a Class A biosolids product. The feed stream may include solids from wastewater/stormwater, fats, oils, grease (FOG), food waste and any other waste stream amenable to anaerobic digestion with the proper pre-treatment processes. Each waste stream will require additional characterization to determine impact to the overall process. Other treatment processes producing advanced biosolids products may be evaluated if they are found to be sustainable and viable use options for the SFPUC based on a cost/benefit market analyses.

Conduct treatment process selection evaluations of the viable technology alternatives that address at a minimum the following: objective of the project, benefit, maturity of technology, disadvantages, operating criteria, ease of maintenance, reliability, instrumentation and controls, associated equipment appurtenances, life cycle cost, capital cost and risk. The goal of the evaluations is to reach a consensus for a recommended treatment process for each key process in the SEP BDFP. Under the SSIP, standard Triple Bottom Line (TBL) criteria are being developed. Using the SSIP TBL criteria as a basis (if applicable), the Contractor will develop agreed-upon evaluation criteria with the SFPUC prior to commencement of the selection analysis. Extensive workshops will be conducted with SFPUC staff to solicit input and provide information exchange and consensus building. The solids process modeling must be integrated into the City's BioWIN model. Any process model(s) used in the analysis shall be transferred to the City following completion of the Project.

The treatment processes to be evaluated as part of this project include, but are not limited to:

- Thermal hydrolysis;
- Thickening;
- Digestion (separate and/or co-digestion);
- Dewatering;
- Thermal drying technologies;
- Other processes producing Class A biosolids products;
- Other processes producing advanced biosolids products; and
- Other associated processes for handling of any byproducts or waste streams.

9.2. Biosolids Market Assessment and Business Plan

One of the SSIP LOS is to beneficially use 100% of the biosolids generated by the WWE. PMC has been issued a task order to conduct a Biosolids End-Use Market Assessment and High Strength Waste Utilization Business Plan. High Strength Waste (HSW) includes fats, oils and grease (FOG) and food waste.

9.2.1. Review the PMC work for completeness and verify the information provided, which should include, but not limited to:

- Identification of regulatory and non-regulatory drivers as it relates to treatment and generation of biosolids and advanced biosolids products
- Business Plan for High Strength Waste (HSW) that addresses:
 - Types and volumes of HSW that could be treated by the SFPUC (SEP);
 - Identify treatment process, environmental and social impacts;
 - Regulatory implications;
 - Capital and lifecycle costs;
 - Other costs and fees; and
 - Contractual agreements and with whom; and
- Biosolids end-use options and business markets for Class B, Class A and other biosolids products that addresses:
 - Specific markets that the SFPUC should consider, including advanced products such as agricultural or construction amendments or other;
 - Long term viability and sustainability;
 - Annual and cumulative capacity;
 - Contracting mechanisms;
 - Capital and lifecycle costs;
 - Revenue sources;
 - Public acceptance; and
 - Hauling distance and cost.

9.2.2. Address any data gaps and provide missing information or level of details, as related to biosolids/HSW market assessment and business plan that are not found in available reports and/or documents, but are deemed necessary to proceed with the Project

9.3. Biogas Energy Recovery

Biogas that is rich in methane is a byproduct of the biosolids digestion process. The intent of the SSIP LOS is to beneficially use all the biogas and convert it to bioenergy for use at the SEP

or offsite. PMC has been issued a task order to evaluate and recommend the best use of SEP biogas.

9.3.1. Review the PMC work for completeness and verify the information provided, which should include, but not limited to:

- The volume and quality of the biogas to be produced. Consider input of wastewater solids, FOG, food waste and other waste streams into the digestion process;
- Long-term sustainable biogas utilization alternatives for the SFPUC's WWE with respect to facility heat demand, energy recovery/reuse and power generation. Consider WWE LOS goals and capital and life cycle costs. Consider benefits, requirements, Green House gas generation, and operating risk;
- Recommendations address the best beneficial use of the biogas generated, and at a minimum answers the following questions:
 - Should the biogas be sold back to PG&E or others as biomethane?
 - Is it desired and reasonably feasible that that the SEP eventually generates sufficient power to operate the entire plant with the biogas produced to negate Hetch Hetchy power usage?
 - Should the biogas be converted and used as vehicle fuel?
- A market assessment/ feasibility and business plan for the biogas utilization. Consider use, delivery, capital and lifecycle costs and the impacts to operational strategies at the SEP;
- A utilization strategy for the biogas energy recovery. Address biogas storage, gas pretreatment, cogeneration or other power production alternative, and/or fuel delivery for a biomethane option. Identify any appurtenances for a functional system. Estimate operations and maintenance costs, specialty skills and labor needs. Discuss opportunities for SFPUC to reduce overall Hetch Hetchy electricity usage and natural gas purchases with the various technologies;
- Major capital infrastructure needed to support biogas energy recovery. Address storage, gas pretreatment, cogeneration or other power production alternative, and fuel delivery. Identify any appurtenances. Provide estimates of capital costs;
- Any operational regulatory requirements or limitations;

- Available outside funding sources from Federal and/or State incentives and grant programs to subsidize capital and lifecycle costs through cap and trade, and other; and
- Carbon footprint, greenhouse gas (GHG) emissions, and potential cap and trade opportunities.

9.3.2. Address any data gaps and provide missing information or level of details, as related to biogas handling, treatment and use that are not found in available reports and/or documents, but are deemed necessary to proceed with the Project.

9.4. Odor Control

9.4.1. Develop long-term goals for odor control within the new Biosolids Digester Facilities based on the SSIP LOS goals. Consider staff working conditions, existing and future safety regulations and impact to neighboring community adjacent to the SEP. Establish measurable criteria.

9.4.2. Discuss and evaluate possible treatment technologies to contain, treat and vent odors from the SEP Biosolids Digester Facilities. Parameters to address include odor characteristics, power usage, chemical usage, size requirements, potential air emissions, air changeovers, maintenance needs, noise, and lifecycle costs.

9.4.3. Perform site specific odor characterization and dispersion modeling.

9.5. Integrated Alternatives

Develop integrated alternatives that will meet the LOS objectives, and requirements defined in the NAR. Alternatives should be described with sufficient detail and should include, but not limited to:

- How goals/objectives are met. Provide measurable criteria;
- Scope of work and approach;
- Type and quantity of waste streams (biosolids, FOG, food waste, other);
- Treatment process technologies (including footprint, height, specialized support);
- Treatment process performance criteria;
- Design criteria;
- Resource recovery and reuse;
- Power and natural gas usage;
- Reliable power feed to the treatment plant;
- Odor Management;
- Chemical usage;

- List of major equipment;
 - Expertise required for operate and maintain selected technology;
 - Staffing needs;
 - Benefit – reliability, efficiency;
 - Disadvantages;
 - Operating strategy. Wet weather and dry weather;
 - Preliminary process and instrumentation diagrams (P&IDs);
 - Distributed Control System integration;
 - Process control strategy (planning level);
 - Operations and Maintenance issues. Special staff training or certification;
 - Regulatory compliance and/or permit exemptions;
 - Implementation schedule;
 - Feasibility of construction. List temporary facilities that need to be constructed;
 - Plant shutdowns required and associated constraints;
 - Cost – Potential impact to sewer rates;
 - Life cycle costs;
 - Risk;
 - Site constraints including staging and laydown requirements;
 - Site Layout;
 - Truck traffic access;
 - Environmental Constraints and Opportunities Analysis (this analysis will be provided by SFPUC staff);
 - Real estate requirements;
 - Land Use and architectural design;
 - Interdependencies within selected treatment processes;
 - Interdependencies with other activities and projects;
 - Community benefits; and
 - Other projects that could impact the SEP BDF.
- 9.6. Develop evaluation criteria and a decision-making process upon which the proposed alternatives will be evaluated. TBL criteria developed under the SSIP should be used as a basis. Contractor will be required to refine the criteria to meet the needs of the Project. Alternatives meeting the SSIP LOS will be compared using the TBL.
- 9.7. Facilitate an alternatives analysis process that will result in a Recommended Alternative. Conduct staff and stakeholder workshops to promote information exchange and consensus. Assist the City to refine the TBL model developed by PMC to be applicable to the BDFP.

Task 9 Key Deliverables:

- 9.A Draft and Final Technical Memorandums on TBL and decision analysis methodology, criteria, and weighting; specific treatment process technology evaluations for key technologies; seismic reliability approach; odor control strategy and goals; and biogas energy recovery strategy and goals.

- 9.B Draft and Final Alternatives Analysis Report with Recommended Alternative - All reference information (NAR, reports, technical memorandums, drawings, etc.) shall be included electronically as reference material for the AAR. The AAR shall be stamped and signed by a Professional Engineer licensed in the State of California.
- 9.C Solids Process Model, BioWin model integrated with the Solids Process Model, and any hydraulic models (if needed). The actual modeling programs must be provided. Model outputs are not acceptable. The City must be able to modify the models to run different scenarios independently.

TASK 10: CONSTRUCTION PACKAGING AND DELIVERY METHODS

TASK 11:

Identify, and analyze options to possible implementation strategies for the Recommended Alternative from the AAR. Recommend how best to divide up the improvements to be built under this Project into design/construction contract packages to be issued by the SFPUC. Make specific recommendations on the number of contracts to be issued and the scope of each contract. Furthermore, identify pros, cons and risks of various project delivery methods for each of the design/construction contract packages. Project delivery methods/strategies to be analyzed will include, at a minimum, Design-Bid-Build (DBB) [per Article II of Chapter 6 of the Administrative Code], Design-Build (DB) [per section 6.61 of the Administrative Code], and Integrated Project Delivery such as Construction Manager/General Contractor (CM/GC) [per section 6.68 of the Administrative Code]. The Contractor is to identify all viable implementation strategies for the SFPUC staff to consider. Contractor will consider performance, benefits, disadvantages, schedule, cost, site constraints, project/construction management, contracting agreements, and SFPUC risk to achieve project goals for each of the design/construction contract packages and/or project delivery method(s).

The SFPUC will select the construction contract packaging and associated alternative delivery method(s) that will cost-effectively deliver a fully functioning new Biosolids Digester Facilities.

Task 10 Key Deliverables:

- 10.A Draft and Final Technical Memorandum on Project Construction Contract Packaging and Contracting and Implementation Strategy.

TASK 11: CONCEPTUAL ENGINEERING REPORT (CER)

The Conceptual Engineering Report (CER) will contain preliminary design criteria and preliminary site layouts to document the basis of design for the Recommended Alternative. The

CER will be structured in accordance with the multiple design/construction packages, as defined by the outcome of Task 10, and should clearly show the design and construction delineation between the multiple packages. Key coordination issues between the construction packages shall be identified as part of the CER. The CER will serve as the basis for the Detailed Design.

11.1. Prepare a Conceptual Engineering Report for the SEP Biosolids Digester Project, in accordance with SFPUC standards. The CER, at a minimum should address:

- Project history, goals, and summary;
- Description of the various design and construction contract packages based on the selected alternative delivery method;
- Preliminary design criteria (civil, seismic, pipelines, electrical, architectural, mechanical, HVAC, fire protection, instrumentation);
- Critical equipment list and associated equipment data information (capacity, horsepower, type, etc.);
- Design chemical doses;
- Description of proposed project elements;
- Process operating descriptions and strategies (incorporating input from WWE);
- Permit requirements;
- Key coordination issues between various construction contract packages;
- Construction sequencing;
- Testing and startup concept;
- Project schedule;
- Construction and O&M cost estimates for each construction contract package;
- Draft specifications section list for each construction contract package;
- Draft drawing list for each construction contract package;
- Preliminary Drawings (process flow diagrams, site plan, site access, preliminary plans and elevations, preliminary single line diagrams, preliminary P&IDs, etc.) for each construction contract package; and
- CER CEQA Checklist.

Task 11 Key Deliverables:

11.A. Draft and Final Conceptual Engineering Report - All reference information (NAR, AAR, reports, technical memorandums, drawings, etc.) shall be included electronically as reference material for the CER. The CER shall be stamped and signed by a Professional Engineer licensed in the State of California.

11.B. BioWin models, solids process models, solids process models/spreadsheets, and any hydraulic models (if necessary).

TASK 12: DESIGN CRITERIA

SFPUC policies and procedures dictate that each project must establish Design Criteria to define the requirements needed to develop the design recommended in the Conceptual Engineering Report (CER). The Design Criteria provides the design basis, specific site conditions, functional and operational requirements, extent of the design, loads, codes and standards for the design, and particular methodologies (including software) to be used for design. Design Criteria must be finalized by the time the 35% Design package is issued. Once established, the Design Criteria serve both to guide the designers' work and as the most fundamental basis for quality review of the design and design products (i.e., Drawings and Specifications).

The Design Criteria shall be based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the seismic requirements as defined by the *General Seismic Requirements For Design of New Facilities and Upgrade of Existing Facilities, Revision 2* dated October 6, 2009 as issued by the SFPUC Infrastructure Division Engineering Management Bureau and any subsequent revisions .

12.1. Develop a Design Criteria document that conforms to the SFPUC policies and procedures. The design criteria should contain at a minimum the following categories:

- Project purpose;
- Site Description;
- Project Background;
- Summary of Project Goals and Improvements;
- Existing Constraints;
- General codes, references, and project criteria;
- Demolition;
- Process Design;
- Geotechnical Design;
- Seismic Design;
- Civil Design;
- Electrical Design;
- Pipeline Design;
- Instrumentation (P&IDs);
- Corrosion Control;
- Supervisory Control and Data Acquisition (SCADA) and DCS integration;
- Process Mechanical Design;
- HVAC;
- Plumbing;
- Fire Protection;
- Fire Alarm;
- Structural Design;
- Architectural Design;
- Landscape Architecture Design;

- Safety;
- Security;
- Noise and Vibration Criteria; and
- Constructability.

Task 12 Key Deliverables:

- 12.A. Draft and Final Design Criteria - The Design Criteria shall be stamped and signed by a Professional Engineer licensed in the State of California.

TASK 13: PROCUREMENT RFQ/RFP PACKAGES FOR ALTERNATIVE DELIVERY METHODS

If the project implementation strategy, as defined by the outcome of Task 10, includes one or more of the construction packages being delivered via DB, CM/GC or other similar alternative delivery methods, the Contractor will assist in the development of the necessary procurements documents.

If a DB delivery method is selected, the Contractor would assist the SFPUC in preparing a DB RFQ and/or RFP to pre-qualify and procure a design-builder. The Contractor will develop a design package up to 50% design level with performance based specifications necessary for the procurement of a qualified DB team.

- 13.1. If a CM/GC delivery method is selected, the Contractor would assist the SFPUC in preparing a RFQ and/or RFP for a General Contractor for construction. The Contractor will assist in the development of a RFQ/RFP necessary for the procurement of a qualified CM/GC.

Task 13 Key Deliverables:

- 13.A. If required, Draft and Final DB RFQ.
- 13.B. If required, Draft and Final DB RFP.
- 13.C. If required, Draft and Final RFQ for a General Contractor.
- 13.D. If required, Draft and Final RFP for a General Contractor.

TASK 14: ENGINEERING SUPPORT DURING BID AND AWARD

- 14.1. Contractor shall attend and assist at pre-bid conferences and pre-bid site walks for each bid package. Contractor will prepare all material related to the pre-bid site walks. Contractor shall review and respond to bidders (general contractors, subcontractors, and manufacturer's representatives) questions on bid documents (QBD). Contractor shall prepare addenda text and drawings (in AutoCAD) describing clarifications and revisions to the design as required. Contractor shall provide revised AutoCAD drawings showing all changes outlined in the addenda to the City as part of the addenda. All addenda drawings and sketches shall be stamped and signed by a Professional Engineer licensed in the State of California. Contractor may be asked to assist the City in reviewing and analyzing received bids.

Task 14 Key Deliverables:

- 14.A. Responses to QBDs
- 14.B. Addendums
- 14.C. Technical Memorandum on bid evaluation – if requested by the City

TASK 15: ENGINEERING SUPPORT DURING CONSTRUCTION (ESDC) AND CLOSEOUT

This task will be applicable when the construction is implemented using a traditional DBB and/or CM/GC (integrated project delivery) approach, in which the Contractor is the design engineer on record for the construction.

- 15.1. Provide engineering support to the City for each package during the construction and closeout phases for work in which the Contractor is the Engineer on Record. This includes, but is not limited to the following:
- Attend Partnering sessions;
 - Review and provide written responses to shop drawings, submittals, request for information (RFIs), change orders requests (CORs), and substitution requests from the Contractor through the City;
 - Provide revised drawings (in AutoCAD) for design or owner requested changes;
 - Assist the Construction Management (CM) staff in responding to and negotiating claims and developing proposed change orders;
 - Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and City offices (as needed);

- Identify construction phase items requiring presence of engineer in the field and coordinate with the Project Engineer. Provide field engineering support to CM team during construction.
- Review value engineering proposals from the contractor.
- Review contractor submitted operations manuals.
- Develop a final combined operation manual for the facility.
- Provide startup and testing support

Task 15 Key Deliverables:

- 15.A. Responses to inquiries as related to shop drawings, submittals, RFIs, change orders and/or substitution requests
- 15.B. Revised drawings and/or specifications
- 15.C. Technical Memorandums and meeting summaries
- 15.D. Written responses to issues that may arise during construction.

TASK 16: ENGINEERING SUPPORT AS OWNER'S TECHNICAL REPRESENTATIVE

This task will be applicable when the construction is implemented using a DB or other alternative project delivery method, in which the Contractor is not the design engineer on record for the construction. As the Owner's Representative, the Contractor will ensure design criteria and performance specifications are met.

- 16.1. During the RFP Bid and Award phase, Contractor shall attend and assist at the RFP pre-bid conference and pre-submittal site walks for each package. Contractor will prepare all material related to pre-submittal site walks. Contractor shall review and respond to QBDs. Contractor shall prepare addenda text and drawings (in AutoCAD) describing clarifications and revisions to the design as required. Contractor shall provide revised AutoCAD drawings showing all changes outlined in the addenda to the City as part of the addenda. All addenda drawings and sketches shall be stamped and signed by a Professional Engineer licensed in the State of California. Contractor may be asked to assist the City in reviewing and analyzing received bids.
- 16.2. Following the Award phase, the Contractor shall provide engineering support to the City during the design and construction phases. This includes, but is not limited to the following:
 - Review and provide written responses to design drawing reviews, design specification reviews, equipment selection, and construction schedule and sequence from the Contractor through the City;

- Attend partnering sessions;
- Review and provide written responses to shop drawings, submittals, RFIs, change orders requests, and substitution requests from the Contractor through the City;
- Assist the Construction Management (CM) staff in responding to and negotiating claims and developing proposed change orders;
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and City offices (as needed);
- Identify construction phase items requiring presence of engineer in the field and coordinate with the Project Engineer. Provide field engineering support to CM team during construction.
- Oversee project and construction schedule
- Review value engineering proposals from the contractor.
- Review contractor submitted operations manuals.
- Develop a final combined operation manual for the facility.
- Provide startup and testing support

Task 16 Key Deliverables:

- 16.A. Responses to QBDs
- 16.B. RFP Addendums
- 16.C. Technical Memorandum on bid evaluation – if requested by the City
- 16.D. Written responses to issues that may arise during design/construction.

TASK 17: TRAINING AND TECHNOLOGY TRANSFER

The Contractor shall conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City, potential training topics may include but are not limited to the following: alternative contract delivery methodologies, biosolids treatment technologies, design and construction of biosolids treatment and energy recovery processes, process modeling (e.g., BioWIN model), facility operation and start-up, public communication strategies, and/or lessons learned.

- 17.1. Services to be provided under this task include preparing, coordinating, and providing training sessions, both in the field (SEP) and in the office. These training sessions (field visits and in-office seminars) shall be independent of the other workshops held for this project and other services provided for other tasks. Parts of the documents developed under other tasks can be used as some of the training material. Training sessions will take place in a location as designated by the City.

Task 17 Key Deliverables:

17.A. Training material

17.B. Handouts, diagrams, etc. to be used in classroom and/or field

TASK 18: COMMUNICATIONS AND PUBLIC OUTREACH

The City will implement a comprehensive public information effort to inform and educate the external and internal stakeholders on the SEP BDFP from planning through construction. SFPUC Communications will be the lead entity on this effort. The Contractor, under the direction of the SFPUC, and in coordination with the SSIP Program Management Consultant, will provide support to the communication and stakeholder outreach effort for this Project, ensuring alignment and synergy with all SFPUC projects in the Southeast Plant area. Tasks will include, but are not limited to:

- 18.1. Develop a comprehensive Strategic Communications Plan for the SEP BDFP, that at a minimum should include;
- Near-term and long term outreach strategies and objectives that consider and are consistent with other City, SFPUC and SSIP priorities (e.g. green infrastructure projects, community benefits, workforce development);
 - Communication strategies and outreach activities/campaigns that should be undertaken;
 - Measurement tools to gauge success or failure of outreach activities/campaigns
 - Tailored stakeholder engagement approaches to identify internal and external stakeholders and how to effectively share information and receive feedback (e.g., outreach strategy for the Bayview-Hunters Point community – Supervisor District 10, outreach strategy for the Southeast Community Facility Commission);
 - Development of a stakeholder database and identification of new voices and leadership within District 10;
 - Identification of stakeholder issues and concerns;
 - Development of strategy of stakeholder engagement tied to success of SEP BDFP;
 - Key messages to be conveyed;
 - Crisis management strategy;
 - Modes of communication (i.e., how will the SFPUC convey and receive information); and/or
 - Resource-loaded schedule that includes tasks and milestones that takes into consideration the SEP BDFP project phases and other City/SFPUC/SSIP projects occurring in Project vicinity.

18.2. Develop implementation tools for the Strategic Communication Plan (contingent upon SFPUC acceptance of proposed Final Strategic Communications Plan)

18.2.1. Develop informational collateral material such as, but not limited to:

- Fact sheets and brochures;
- Southeast Plant and Project focused newsletters;
- Website content;
- Videos;
- Graphic art;
- Illustrative posters and displays;
- Construction notifications;
- Advertisements for print, television and/or radio; and/or
- Electronic communication via social media such as Facebook and Twitter.

18.2.2. Provide support to Event Planning and Public Meetings

- Logistical support for the planning, organization and coordination of public meetings, press conferences, special events;
- Identify and secure meeting location and venue needs;
- Provide agendas and meeting facilitation;
- Provide note-taking during the meeting/event, produce meeting summaries, and follow-up documents; and/or
- Provide written transcripts of meetings, if required.

18.2.3. Provide Notification/ Direct Mail Service/ Media Placement.

- Mail notices, newsletters, notifications, etc. to residents, businesses and other stakeholders;
- Placement of advertisements in print, television or radio formats; and/or
- Use of Social media.

18.2.4. Provide Translation Services. Provide oral and written translation capabilities for project materials and meetings

18.2.5. Provide editing services on all materials

18.2.6. Provide talking points and power point presentations for all public presentations on project and neighborhood engagement efforts related to the Project.

18.2.7. Provide Print Services. Provide specialty printing services, for mailed notices, newsletters, project displays, banners, decals, billboards, etc.

18.2.8. Help develop a Project website with blogging capabilities.

Task 18 Key Deliverables:

- 18.A. Draft Strategic Communications Plan.
- 18.B. Final Strategic Communications Plan.
- 18.C. Other Deliverables as described in Task 18.2, as directed by City staff.

TASK 19: COMMUNITY BENEFITS COMMITMENTS

Jeff Kivett shall serve as the Executive in Charge to manage the Contractor's community benefits commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the community benefits commitments listed in the community benefits 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 Jann Yamauchi, Community Benefits Coordinator, to organize, plan, track, measure, and report on Contractor's community benefits commitments. The Executive in Charge shall coordinate the senior management of Contractor's subconsultants to ensure the team participates in providing benefits to the San Francisco community.

- 19.1 Performance Following issuance of the Notice-to-Proceed (NTP) for the first task to be performed by Contractor under this Agreement, Contractor commits to providing the Community Benefits Commitments detailed below during the term of the Agreement. Contractor's commitments shall be funded independently by Contractor and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with this Project. The representations, warranties and other terms contained in this Community Benefit Commitments section have been designed by Contractor as 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.

Community Benefits is a deliverable, zero-dollar task. No hours or dollars should be allotted or included in contractor's costs for this Project in order to perform or deliver the voluntarily proposed Community Benefits Commitments. If the contractor commits any funds to delivering the Community Benefits Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the contractor commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including release of retention, etc.

Contractor's Community Benefits Commitments shall be performed prospectively during the term of the Agreement, after the award of the Agreement and following issuance of NTP on the first task assigned to Contractor under this Agreement. Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot be used as part of Contractor's Community Benefits Commitments

under this Agreement. If a contractor has established programs or plans that are consistent with the Community Benefits areas described in the RFP, they may continue those programs as part of their community benefits commitments and will be given credit for activities that are performed after the contract is awarded by the SFPUC.

- 19.2 Community Benefits Plan and Timeline Contractor shall develop a Community Benefits Plan and Timeline within three (3) months of issuance of the first NTP of the Agreement. The Community Benefits Plan and Timeline will provide details regarding expenditures, a schedule, and timelines related to the Community Benefits Commitments outlined in the Community Benefits Table.

Contractor is invited to meet once a year, or as needed, with the External Affairs Community Benefits and Social Responsibility Manager during the term of the Agreement to discuss the work plan and associated timelines, and make any adjustments or updates regarding timing, expenditure of funds, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize the collective resources and positive impact.

- 19.3 Community Benefits Commitments - The contractor will deliver the proposed Community Benefits Commitments in the community benefits table which provides a description of the community benefit activity, expected outcomes, the timetable and duration of the commitments, the dollar amount of direct contributions, the number and cost of volunteer hours, and trainee hours that will be committed to the each specific initiative, as well as for the total project amount for the duration of the contract. Contractor shall provide \$862,500 in direct financial contributions and \$862,500 in volunteer hours. Contractor commits to a minimum contribution of \$1,725,000 over the life of this contract as stated in the community benefits table below. Any changes that occur to the Community Benefits commitments must be submitted in writing to the Community Benefits and Social Responsibility Manager for review.

Community Benefits Summary Table

	(A)	(B)	(C)	(D)	(E)
Community Benefit Category	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized)	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
Workforce Development	\$172,500	1150	\$150/hr	\$172,500	\$345,000
Economic Development	\$0	2300	\$150/hr	\$345,000	\$345,000
Education	\$172,500	1150	\$150/hr	\$172,500	\$345,000

Environmental Justice	\$345,000	0	\$150/hr	\$0	\$345,000
Social Innovation	\$172,500	1150	\$150/hr	\$172,500	\$345,000
TOTAL	\$862,500	5750		\$862,500	\$1,725,000

Reporting requirements:

- Contractors should provide detailed descriptions of accountability methods and measures that will be implemented to ensure that the proposed Community Benefits Commitments will be delivered to the communities they are intended to benefit in a transparent and accountable manner. To maximize transparency and accountability, a process or mechanism must be proposed that will assist the SFPUC in independently verifying that such funds and resources were actually delivered to the intended beneficiaries.
- Contractor shall submit progress reports to the SFPUC External Affairs Community Benefits and Social Responsibility Manager, which should detail factors such as total number of hours, dollars, etc. contributed to-date. Reports are submitted on the last business day of the month following the close of the 2nd and 4th quarter. As part of the progress reports, the contractor will also be required to submit documents to substantiate that the Community Benefits commitments and any funds associated thereto were in fact delivered to the communities they were intended to benefit.
- Contractor shall also submit an annual report and newsletter to the SFPUC External Affairs Community Benefits and Social Responsibility Manager documenting the culmination of the community benefit commitments, beneficiaries, and outcomes for the year.

Statements of Understandings

Contractor acknowledges that they agree with the following statements:

- Any of the community benefits commitments that the contractor voluntary commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- Commitments must support nonprofit and charitable activities.
- Commitments shall not go to, nor benefit any SFPUC employee of or entities associated with the SFPUC.
- Commitments must be delivered at zero cost to the SFPUC.

- Commitments are separate from and in addition to any regulatory or legal requirements related to the contract.
- Commitments are considered binding once they are included in the final agreement.
- Commitments must be delivered progressively over the life of the agreement.
- Only activities commenced following issuance of Notice to Proceed (NTP) will count towards fulfillment of the community benefits commitments.
- Contractor commits to complying with SFPUC's reporting requirements.

Contractor's Community Benefits Commitments Proposal is incorporated herein. Contractor shall provide all of the Commitments, consistent with all of the terms of Contractor's attached Proposal. Where and if there are any conflicts or discrepancies between the language of this Agreement and the attached Proposal, the terms of the language of the Agreement shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

TASK 20: ENVIRONMENTAL PLANNING SERVICES (OPTIONAL)

*****The SFPUC may choose to self-perform all or most of the work included in this task.*****
*****The Contractor should not propose to meet the LBE subconsulting requirements using this task*****

Environmental Planning services to be provided as part of this contract may include preparing an Environmental Constraints and Opportunities Analysis Report for preliminary alternatives to be analyzed in the AAR and for the selected preferred alternative to be recommended in the CER. Services may include reconnaissance site visits and review of published documents, as well as attending community meetings that may be held during preliminary phases of the project. **Services will NOT include preparing the CEQA documents for the project or coordinating with the Planning Department's Environmental Planning Division.** Those services will be provided under a separate contract. The Contractor may provide support to SFPUC's Bureau of Environmental Management's (BEM's) Environmental Project Manager and Permitting Manager to refine the proposed methodology, finalize the work plan for this work, attend any meetings with other City departments or outside agencies, and/or attend community meetings. The Contractor may be requested to recommend methodologies for the environmental evaluations for the AAR and the CER, including criteria for identifying potential effects (impacts) and ranking as to severity, as well as the criteria for evaluating the need for and the feasibility of potential avoidance measures and mitigation measures. The Contractor may support the Environmental Project Manager to collaboratively integrate environmental findings into the alternatives evaluation and definition of the preferred alternative.

- 20.1. Environmental Constraints and Opportunities Analysis Report for the AAR - The Contractor may provide support to the Environmental Project Manager in the preparation of a reconnaissance level environmental analysis of all identified preliminary alternatives and the alternatives selected for evaluation in the AAR.

This reconnaissance level review will provide a general understanding of existing conditions for the key resource areas, covering all project components in each alternative, within and immediately adjacent to the alternative alignments. At least five resource areas: Land Use, Biology, Hazardous Materials, Traffic, and Cultural Resources will be covered in this analysis. In addition, the review will include a reconnaissance level evaluation of potential magnitude of effects for each alternative and compare the alternatives and components of each alternative on the basis of the severity of potential impacts and the relative feasibility of mitigating them for each resource area. The need to acquire resource agency or other construction permits will be identified. The analysis will include a literature search and reconnaissance level site visits by land use, archeology, historic resources, and other environmental specialists as deemed appropriate. Although it is anticipated that the Contractor will be familiar with the MEA Archaeological Guidance and Historic Resources guidance, preparing the specific reports required under this guidance will not be part of this task but may be prepared at a later phase as part of the separate CEQA documentation preparation effort. Any mapping that is produced for the environmental constraints survey report shall be produced in a GIS format using protocols compatible with the City's GIS system.

20.2. Environmental Constraints and Opportunities Analysis Report for the CER - The Contractor will support the Environmental Project Manager in following a similar process of environmental analysis as in the AAR phase but in greater depth and detail. The purpose of this analysis and recommendations will be to inform the planning and design teams of specific potential environmental constraints and opportunities as conceptual design of the preferred project/alignment develops. This may involve ROW recommendations, avoidance measures, methods of construction, construction details (e.g. types/number of equipment, number of workers, truck traffic, etc.), mitigation requirements and alternatives, and measures that can be incorporated as part of the project design. This work may also involve coordination with BEM's Permitting Manager and preliminary discussions with resource agencies as well as include a number of working sessions and coordination meetings with the Project Manager and Design Manager.

20.3. Attend meetings for environmental review with BEM and MEA.

20.4. Submit timely Requests for Information for preparation of the environmental document.

Task 20 Key Deliverables:

20.A. Draft and Final Environmental Constraints and Opportunities Report for the AAR, including appendices containing all recorded data, methodology, and supporting materials, and a summary of the report for inclusion into the AAR.

- 20.B. Draft and Final Environmental Constraints and Opportunities Report for the CER, including appendices containing all recorded data, methodology, and supporting materials, and a summary of the report for inclusion into the CER.

TASK 21: GENERAL OBLIGATIONS

This task applies in full when the Contractor is asked to provide “standard engineering design” (i.e., Contractor assumes lead designer role) and it applies as appropriate when Contractor is asked to contribute to SFPUC designs (i.e., SFPUC assumes lead designer role). All documents generated by the Contractor as part of the SEP BDFP will be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). 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.

A City led design team may perform a portion of the design work. The Contractor who has the lead designer role, will coordinate with the City Design Manager and City design team to produce a coordinated package.

Based on the overall CEQA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for, a red-lined copy shall be submitted showing checker comments as proof of QA/QC adherence. The following descriptions indicate the content of those interim design submittals to be presented to the SFPUC.

A. 35% Design

Following acceptance of the CER, Contractor will produce a 35% design progress set of construction contract documents (drawings and specification list) for the SEP BDFP.

SFPUC will prepare, customize, and coordinate Division 0 and 1 specifications. Contractor will provide input into the preparation of the Division 0 and 1 specifications.

Documents shall encompass the following:

- Definition of the facility that sufficiently identifies all major elements required, and the verification of feasibility of the design; and a list of permit requirements;
- Definition of construction contract packaging, if required;
- Preliminary horizontal (plans) and vertical alignments (sections) of the elements being designed; excavation and excavation/shoring support methods; methods of groundwater control, handling, and treatment; identification of any road relocations and traffic control; utility search;
- Provide a basemap drawing showing existing conditions and abandoned

- utilities/infrastructure based on a utility search, potholing work, and survey work;
- Coordination with City design team to establish location of near-surface and surface facilities associated with the elements being designed;
 - Summary of design approach, and identification of design issues; outline of specifications;
 - Drawings, in conformance with SFPUC standards, a preliminary construction schedule taking into account construction sequencing of major work elements; and a construction cost estimate. The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts;
 - Preliminary drawing list and a specification list detailing the drawings and specification sections believed to be required in the 100% design package;
 - A draft equipment list and equipment data sheets shall also be provided;
 - Preliminary drawings, sketches and other information developed by the Contractor (Architect) for submission to the San Francisco Arts Commission for approval. Contractor will prepare any presentation materials necessary, and will be the lead presenter(s) with SFPUC staff to the San Francisco Arts Commission;
 - Constructability analysis based on the 35% design contract documents;
 - Technical information and other CEQA-related documents, needed for the project's environmental review per the direction of SFPUC's BEM. This effort may include meetings with BEM staff and their environmental Contractor; and
 - Design drawings shall include at a minimum:
 - General site plan
 - Symbols, abbreviations, and standard legends
 - Process design criteria tabulation and process flow diagrams
 - Architectural plan and elevations
 - Civil site plans and typical civil details
 - Structural notes, plans, sections and details
 - Process mechanical plans, sections and details
 - Pipeline plans and profiles
 - Electrical plans, and single line diagrams
 - Process, instrumentation and control system diagrams.

Design elements will be frozen at the completion of the 35% design package. Only design refinements that do not impact schedule and budget will be addressed in subsequent design packages. Following completion of the 35% design package, any significant design changes that impact schedule and budget will go through the SFPUC change control/management procedure.

B. 65% Design

The 65% design documents shall address comments from the 35% design. A Construction Manager/General Contactor (CM/GC) project delivery method is anticipated. The Contractor shall coordinate with the CM/GC construction contractor and respond to comments as directed. Documents shall encompass the following:

- Response to Comment Log documenting the 35% comments and corresponding response

in the 65% Design;

- Integration of drawings and specifications with those produced by the City Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings;
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions;
- Updated detailed construction cost estimates and construction schedule;
- Updated drawing list and a specification list detailing the drawings and specification sections believed to be required in the 100% design package;
- The 35% draft equipment list and equipment data sheets shall also be updated to reflect the design refinements made in the 65% design package. Include a preliminary list of material and equipment to be pre-purchased;
- Drawings, sketches and other information, developed by the Contractor (Architect) for submission to the San Francisco Arts Commission for approval. Contractor will prepare any presentation materials necessary, and will be the lead presenter(s) with SFPUC staff to the San Francisco Arts Commission;
- In coordination/collaboration with the CM/GC construction contractor, constructability analysis based on the 65% design contract documents;
- Technical information and other CEQA-related documents, needed for the project's environmental review per the direction of SFPUC's Bureau of Environmental Management. This effort may include meetings with BEM staff and their environmental Contractor; and
- Design drawings shall include at a minimum:
 - General site plan;
 - Symbols, abbreviations, and standard legends;
 - Process design criteria tabulation and process flow diagrams;
 - Architectural plan and elevations;
 - Hydraulic profiles;
 - Demolition plans;
 - Civil grading, paving and drainage plans for site;
 - Civil yard piping plans;
 - Civil site plans and typical civil details;
 - Structural notes, plans, sections and details;
 - Process mechanical plans, sections and details;
 - Pipeline plans and profiles;
 - Electrical plans, and single line diagrams;
 - Process, instrumentation and control system diagrams; and
 - Typical instrumentation details

C. 95% Design

The 95% design documents shall address comments from the 65% design. A Construction Manager/General Contractor (CM/GC) project delivery method is anticipated. The Contractor shall coordinate with the CM/GC construction contractor and respond to comments as directed.

Documents shall encompass the following:

- Response to Comment Log documenting the 65% comments and corresponding response in the 95% Design;
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC;
- Updated detailed construction cost estimates and construction schedule based on the 95% design contract documents. The construction schedule should clearly identify the system shutdown and operational constraint windows to be imposed as part of the contract;
- All drawings and specification sections necessary for a biddable construction document shall be provided;
- Updated drawing list and a specification section listing of those drawings/sections that have been submitted;

in coordination/collaboration with the CM/GC construction contractor, Updated equipment list and equipment data sheets shall also be provided. Include a final list of material and equipment to be pre-purchased and/or require long lead times for procurement;

- Contractor shall incorporate all mitigation measures identified in the CEQA documents into the design documents; and
- Completion of construction documents and packages for integration with contract plans/drawings and specifications produced by the SFPUC Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC contract preparation staff.

D. 100% Design

The 100% design documents shall address comments from the 95% design.

The 100% design documents shall include a complete biddable construction document.

Documents shall include the following:

- Response to Comment Log documenting the 95% comments and corresponding response in the 100% Design;
- Incorporation of final environmental mitigation measures;
- Finalized, stamped and signed plans and specifications inclusive of all comments generated by SFPUC contract preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA/QC audit;
- The 100% construction package shall be stamped and signed by a Professional Engineer licensed in the State of California. All structural drawings must be stamped and signed by a Structural Engineer (SE) licensed in the State of California;
- A detailed itemized final construction cost estimate for the construction;

- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services;
- Necessary permit applications supporting documents to SFPUC for review and acceptance prior to sending to the appropriate agency as required; and
- Submittals shall be compatible with the SFPUC standards to allow easy entry into the SFPUC Document Control System.

3. Performance Evaluation

Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC, at its sole discretion may 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. When 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.

SFPUC's Infrastructure Division Procedures Manual, Volume 4, Program and Project Management, Section 3: Contract Management, Procedure: PM 3.16, Consultant Services Performance Evaluation requires that a contract manager evaluate a consultant's performance on engineering, environmental and construction management projects and complete the Consultant Services Performance Evaluation Form (CSPE) during the contract term. A final end of year CSPE will be kept on file with the SFPUC for three years after contract completion. Completed end-of-contract CSPEs, including any consultant responses, will be forwarded to the evaluation panel for future RFPs, where a proposer identifies the evaluated project as a qualifying project reference under the RFP. If a proposer responding to a future RFP identifies an ongoing SFPUC project as a qualifying project reference (and the ongoing project complies with RFP reference requirements), SFPUC staff will forward the most recent annual CSPE for the qualifying project, if any, to the RFP evaluation panel. (Include if contract is engineering design, environmental analysis services and construction management).

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: Carolyn Chiu

6. Standard Care for Design Professional Services

Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

/// End of Appendix A ///

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:

BROWN & CALDWELL

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 vendor number: 03786

By: _____
Julia H. Veit
Deputy City Attorney



**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

August 8, 2013

Tracy Stigers
Brown & Caldwell
1390 Market Street, Suite 406
San Francisco, CA 94102
Email: tstigers@bnwcald.com

- RE:**
- 1) Notice of Contract Award - Planning and Engineering, Southeast Plant Biosolids Digester Facilities (CS235)
 - 2) Transmittal - Executed Agreement between the City and County of San Francisco Public Utilities Commission and Brown & Caldwell

Dear Ms. Stigers:

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

BLANKET PURCHASE ORDER NO: BPUC14000017
- Work may not be charged against this blanket purchase order number

SCOPE: To provide planning and preliminary engineering detailed design, and procurement and engineering construction support for the Southeast Plant Biosolids Digester Facilities Project. This includes specialized expertise, detailed design, contract management, pre-construction services, construction support, land needs and property acquisitions, training and technology transfer, and communications and public outreach.

EFFECTIVE DATE: August 5, 2013 to July 28, 2023

CONTRACT TO DATE: Total value of contract not to exceed \$80,000,000.00

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.

Edwin M. Lee
Mayor

Art Torres
President

Vince Courtney
Vice President

Ann Moller Caen
Commissioner

Francesca Vietor
Commissioner

Anson Moran
Commissioner



Harlan L. Kelly, Jr.
General Manager



Enclosure: Executed Agreement

cc: Carolyn Chiu

File/NCA-CS235



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

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

CS-235 Planning & Engineering Services, Southeast Plant Biosolids Digester Facilities

This Agreement is made this 13th day of June, 2013, in the City and County of San Francisco, State of California, by and between: **Brown and Caldwell, 1390 Market Street, Suite 406, San Francisco, CA 94102**, 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 retain the services of **Brown and Caldwell** to provide planning and engineering design services for the Southeast Plant Biosolids Digester Facilities; and

WHEREAS, a Request for Proposal ("RFP") was issued on **April 1, 2013**, and City selected Contractor as the successful 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 Contract number 4110-12/13 on **May 6, 2013**; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Public Utilities Commission Resolution Number [insert resolution number] on **May 28, 2013**; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution Number [insert resolution number] on [insert date of Board of Supervisors' action];

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 **ten (10) years** from **July 29, 2013 to July 28, 2023**.
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 as set forth 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 **Eighty Million Dollars (\$80,000,000)**. 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. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may, in addition to any other remedies allowed by law and/or this Agreement, withhold any and all payments due Contractor until such failure is cured. In no event shall Contractor stop work as a result of the City's withholding of payments.

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.

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." Refer to Appendix B for additional invoice requirements.

8. Submitting False Claims; Remedies. 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=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. 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.

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 at no cost to the City.

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 \$10,000,000 each occurrence and in the aggregate which shall be renewed annually with Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. These limits shall be dedicated to this project; and

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

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 each claim and in the aggregate which shall be renewed annually 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, the San Francisco Public Utilities Commission, and their respective 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 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.

g. 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.

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

i. 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, the San Francisco Public Utilities Commission, and their respective 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.

The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving negligent, reckless or willful acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty."

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. Contractor's obligations under this paragraph shall apply to, and shall not be limited to, claims asserted by a third party resulting from any derivative product or other modifications of the SSIP Hydraulic Model by Contractor or its Subconsultants.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's negligence, recklessness, willful conduct or breach of contract. 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 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 | 24. Proprietary or confidential information of City |
| 10. Taxes | 30. Assignment |
| 15. Insurance | |

- 37. Drug-free workplace policy
- 53. Compliance with laws
- 55. Supervision of minors

- 57. Protection of private information
- 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 at least seven (7) days' prior 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
9. Disallowance
10. Taxes
11. Payment does not imply acceptance of work
13. Responsibility for equipment
14. Independent Contractor; Payment of Taxes and Other Expenses
15. Insurance
16. Indemnification
17. Incidental and Consequential Damages
18. Liability of City
24. Proprietary or confidential information of City
26. Ownership of Results
27. Works for Hire
28. Audit and Inspection of Records
48. Modification of Agreement.
49. Administrative Remedy for Agreement Interpretation.
50. Agreement Made in California; Venue
51. Construction
52. Entire Agreement
56. Severability
57. Protection of private information

Appendix A, Para. 6, Grant of License to Use SSIP Hydraulic Model (as indicated in that Paragraph)

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: **Carolyn Chiu, Project Manager**
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(tel.) 415-554-0791
email: cchiu@sewater.org

To Contractor: **Tracy Stigers, PE, BCEE**
Brown and Caldwell
1390 Market Street, Suite 406
San Francisco, CA 94102
(tel.) 415-552-5849
(fax) 925-937-9020
email: tstigers@bnwcald.com

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. With the approval of the City, 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. Not Used.

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 Contract Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") 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 CMD 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 CMD 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 CMD or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is **14.12%**. 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 CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD 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 CMD 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 CMD 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 CMD 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 CMD 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 CMD-12B-101) with supporting documentation and secure the approval of the form by the Contract Monitoring Division.

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 Sections 12P.5 and 12P.5.1 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 section 12Q.5.1 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 CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Disputes; Government Code Claim Requirement.

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

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. Not Used.

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. 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.

62. Unavoidable Delay

Task Orders issued under the Agreement may contain specific deadlines or other schedule-related requirements that will apply to Contractor's performance of services under the Agreement. Deadlines or other schedule-related requirements set forth in Task Orders shall constitute material obligations of Contractor under this Agreement.

Should Contractor be obstructed or delayed in the completion of services from causes beyond its control that could not have been avoided by Contractor's exercise of care, prudence, foresight and diligence, and solely due to acts of God, acts of government agencies, riots, insurrections, wars, fires, floods, epidemics, quarantine restrictions, terrorism, industry-wide strikes, lockouts, other labor disturbances, freight embargoes, or unusually severe weather ("Unavoidable Delay"), Contractor shall be entitled to a noncompensable extension of time.

Contractor shall be entitled to a noncompensable extension of time for Unavoidable Delay only if it demonstrates that the Unavoidable Delay actually extends the time to complete services under one or more Task Orders.

Contractor shall be entitled to a noncompensable extension of time for Unavoidable Delay only if it notifies the City point of contact identified in the Agreement promptly upon the occurrence of a delay that prevents Contractor from proceeding with services and follows up with a written notification of the causes of the delay within 7 days from the beginning of any delay. Furthermore, Contractor shall notify the City point of contact promptly at the end of the delay and follow up with written notification of the cessation of delay within 7 days from the end of the delay. Any claim for a noncompensable time extension shall be made in writing within 21 days after the conclusion of the delay period. The City will review the claim to ascertain the facts, whether the delay was an Unavoidable Delay as defined above, and the extent of the delay, and will meet with Contractor to discuss entitlement to an extension of time.

63. No Contract With Third Parties

The services and professional opinions to be provided by Contractor are based on the specific scope of work authorized by City and, as such, are intended solely for the benefit and use of City. No benefit is intended to be conferred on, nor contractual relationship established with any person or entity not a party to this Agreement.

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


CITY

Approved:

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

Approved as to Form:

Dennis J. Herrera
City Attorney

By 
John G. White
Deputy City Attorney

CONTRACTOR

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.

Authorized Signature

Jay Patel
Printed Name

Sr. Vice President
Title

Brown and Caldwell
Company Name

03786
City Vendor Number

201 N. CIVIC, WALNUT CREEK, CA
Address

94-146346
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 (Brown and Caldwell) agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated May 13, 2013, and Overhead and Profit Schedule (OPS) for Phase 1 dated May 30, 2013. An OPS for Phase 2 will be submitted at the initiation of Phase 2. The RFP, Contractor's proposal and OPS are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and its implementing task orders shall control over the RFP and the Contractor's proposal.

1. Description of Services

The proposed Southeast Plant Biosolids Digester Facilities Project (BDFP or Project) is one of the largest and most complex projects in the Sewer System Improvement Program (SSIP). The objectives of this Project are to fully replace the existing aged and failing facility with new biosolids digester facilities that reliably meet the SSIP Goals and Levels of Service (LOS) and provide continued compliance with present and anticipated future regulations. Once completed, the SEP BDFP, would minimize plant impacts to the neighborhood with respect to aesthetics (visual), odors, noise and traffic, and will be a positive enhancement to the local community.

New biosolids/solids handling treatment processes are anticipated to include solids thickening, anaerobic digestion, gas handling, energy generation/recovery, dewatering, odor control, control systems and related ancillary processes. Thermal hydrolysis as a digestion pretreatment may be included. The new facility will be designed to promote energy recovery, onsite/offsite use for sustainability, and economic and environmental benefits. The production of advanced biosolids products will be considered if viable and sustainable markets are realized for the use of SFPUC's biosolids.

The planning and design of the SEP BDFP will proceed in two consecutive phases:

- Phase 1 – Planning and Preliminary Engineering
- Phase 2 – Detailed Design, Procurement and Engineering Construction Support

The delivery of the BDFP will be implemented by a City led team of City and Contractor staff. In Phase 1, the Contractor will lead most of the tasks. City and Contractor roles and responsibilities in Phase 2 will be dependent on the outcome of Phase 1 and the project delivery methods ultimately chosen by the SFPUC. The Contractor's specific scope of work in Phase 2 should be considered as "as-needed" until project delivery methods are selected by the SFPUC and the performance of the Contractor in Phase 1 is evaluated. The Contractor should be prepared to provide:

- Specialized expertise;
- Detailed design resources;
- Contract management;
- Pre-construction services;
- Construction support services; and

- Other resources that are considered necessary to augment the City's team.

Any information, data, models, and graphics related to the Southeast Biosolids Digester Facilities Project that will be used in any publications, industry research, industry awards, or publicity shall be reviewed and approved by the SFPUC Project Manager or Design Manager prior to the submission of any abstracts, forms, applications, presentations, papers, documents and/or shared media.

2. Task Orders

Performance of the service under this Agreement will be executed according to a task order process, and the 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, specific 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 the 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:

TASK 1: PROJECT MANAGEMENT AND COORDINATION OF CONTRACTOR SERVICES

Provide overall project coordination for keeping project participants informed of progress, technical issues, planned activities, and events. Project participants include City and Contractor staff in project management, engineering, environmental planning, construction management, operations, maintenance, and public outreach, as well as independent experts and other parties such as public agencies and community groups. Perform coordination activities described below.

- 1.1 Prepare a Draft and Final Project Management Plan for review and acceptance by SFPUC staff. The Project Management Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan shall include the following information:
 - 1.1.1. Project Team organization and responsibility including all contact information for key team members;
 - 1.1.2. Contractor's contract administration procedures;

- 1.1.3. Cost and schedule control procedures;
 - 1.1.4. List of tasks and corresponding staff and budget;
 - 1.1.5. Detailed Critical Path Method (CPM) schedule of tasks, milestones, and deliverable due dates;
 - 1.1.6. File management for project record sharing/keeping and coordination guidelines to allow integration with project team members within SFPUC, San Francisco Department of Public Works (SFPDW), Contractor firms, the Sewer System Improvement Program (SSIP) Program Management Contractor (PMC) and others. A common web-based document management platform specifically Microsoft SharePoint, will be used by project team members, to store, manage and share documents and files. Microsoft Sharepoint will allow for efficient file management and staff collaboration.
 - 1.1.7. The Contractor shall implement the SFPUC change control/management procedure for tracking and controlling changes, particularly those affecting the project scope, schedule and construction cost estimate. This change control will be applied at a 35% design estimate. The Contractor shall identify and communicate scope, schedule and cost impacts to the SFPUC in a timely fashion.
- 1.2. Prepare for and attend project kick-off meeting to review tasks, milestones, roles, communication, and coordination processes with the extended team. The Project Management Plan will be discussed during this kick-off meeting.
 - 1.3. Submit a Draft and Final Phase 1 Work Plan including deliverables and resource loading for the Planning phase, for review and acceptance by SFPUC staff. The Plan shall include the following information:
 - 1.3.1. A cost loaded work breakdown structure. At a minimum, the breakdown will be at a subtask level and may be further broken down by discipline at the City's request. The City will provide a format for the work breakdown structure. Costs shall be loaded by month.
 - 1.3.2. A detailed list of deliverables (including but not limited to reports, technical memorandums, geotechnical data, process and hydraulic models, calculations, drawings, and specifications) with the proposed deliverable schedule.
 - 1.4. Submit a Draft and Final Phase 2 Work Plan, including deliverables and resource loading for the Design phase once the project delivery method(s) have been determined. The Design Engineering Work Plan shall include the following information:
 - 1.4.1. A cost loaded work breakdown structure. At a minimum, the breakdown will be at a subtask level and may be further broken down by discipline at the City's request. The City will provide a format for the work breakdown structure. Costs shall be loaded by month.

- 1.4.2. A detailed list of deliverables (including but not limited to reports, technical memorandums, geotechnical data, process and hydraulic models, calculations, drawings, and specifications) with the proposed deliverable schedule.
- 1.5. Prepare for and attend bi-weekly (or other routine interval) technical coordination progress meetings for the duration of the Agreement. Contractor shall document the meetings by producing project meeting minutes for distribution. Sharepoint shall be used for the storage and communication of all project documents.
- 1.6. Prepare and make presentations as required by SFPUC's Infrastructure Division Procedures. Typically, the presentations occur at the end of the NAR, AAR, the CER, the establishment of the design criteria, and every design milestone (e.g., 35%, 65%, etc.). Other presentations may be warranted if an alternative project delivery method is implemented. In addition, value engineering presentations and presentations to the SSIP Steering Committee will also be required. The Contractor may be required to lead these presentations and will be required to prepare all necessary graphics and PowerPoint slides. Contractor shall document the meetings by producing project meeting minutes for distribution.
- 1.7. Prepare for and participate in coordination workshops to reconcile comments after each presentation. The Contractor will be required to lead these workshops. Contractor shall document the workshop by producing project meeting minutes for distribution.
- 1.8. Prepare for and participate in public outreach meetings/ workshops, as needed. It is anticipated that routine meetings will be held with the community-based Digester Task Force or equivalent committee/organization.
- 1.9. Participate in partnering sessions with the successful bidders of the construction packages and the construction management teams.
- 1.10. Submit monthly progress reports, with highlights of work achievements during the past month (including the community benefit effort), issues requiring action and proposed solutions, work planned and important milestones for the upcoming month, summary of design work hours by discipline, and a decision log showing significant decisions approved over the life of the contract. Also for each task, provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; (3) summary of current expenditures (person-hours, dollars expended, and percent of task budget expended); (4) remaining task budget; and (5) estimated expenditures for the following month. The report shall identify any issues or scope changes that may affect overall cost and/or schedule of planning/design phases.
- 1.11. Provide information and updates for SSIP quarterly reporting, SSIP quarterly Commission updates, and programmatic schedules. As part of a quarterly meeting, this will be reviewed by the SSIP management team.
- 1.12. Maintain both hard copy and electronic project files (utilizing SharePoint) including all plans, reports, correspondences, calculations, and other documents pertaining to the planning and design efforts. All calculations shall be stamped and signed by a Professional Engineer licensed in the State of California. All documents shall be fully checked and signed off in accordance with Quality Assurance/Quality Control procedures.

- 1.13. Coordinate review comments provided by others on reports, memoranda, project documents, and other work products. Document and disseminate responses to review comments. Contractor will provide responses to all comments in a tabular format as provided by the SFPUC.

Task 1 Key Deliverables:

- 1.A. Draft Project Management Plans (one for each phase),;
- 1.B. Final Project Management Plans (one for each phase),;
- 1.C. Draft Phase 1 Work Plan,;
- 1.D. Final Phase 1 Work Plan,;
- 1.E. Draft Phase 2 Work Plan,;
- 1.F. Final Phase 2 Work Plan,;
- 1.G. Meeting summaries documenting key decisions and action items from project meetings, presentations and workshops;
- 1.H. Monthly Progress Reports,;
- 1.I. Monthly invoices in accordance with City requirements;
- 1.J. Copies of all project correspondence, calculations, references, photographs, graphics, AutoCAD files, and other project records;
- 1.K. Responses to review comments.
- 1.L. All deliverables will be signed off by the City.

TASK 2: QUALITY ASSURANCE/ QUALITY CONTROL

- 2.1 Prepare Draft and Final Quality Assurance (QA) Plan for review and acceptance by SFPUC staff. The QA Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;
 - 2.1.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.

- 2.2 Implement QA Plan - The Contractor shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with other related projects and their City/Contractor staff.
- 2.3 Prepare Quality Control (QC) Plan - The Contractor shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:
- 2.3.1 Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - 2.3.2 Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - 2.3.3 Procedures for reviewing and checking work performed by subcontractors to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - 2.3.4 Procedures for resolving review comments; and
 - 2.3.5 Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
- 2.4 Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with other related projects and their City/Contractor staff.

Task 2 Key Deliverables:

- 2.A. Draft QA Plan.
- 2.B. Final QA Plan.
- 2.C. Draft QC Plan.
- 2.D. Final QC Plan.
- 2.E. Monthly reports that document compliance with both the QA and the QC plans (i.e. QC reviewer names and signatures on forms for key project deliverables, etc.)

TASK 3: REVIEW BACKGROUND INFORMATION

This task shall include the review of relevant available project documents from available resources. The following contain a partial list of documents for the Contractor to review.

3.1. At a minimum, the Contractor shall review the following:

- 3.1.1. SSIP Endorsed Goals, LOS and Strategies
- 3.1.2. Relevant record drawings of SEP
- 3.1.3. Sewer System Master Plan reports and technical memorandums, 2008 - 2010
- 3.1.4. 2010 Digester Task Force Report
- 3.1.5. Biosolids and reuse agreements
- 3.1.6. Regional Biosolids Reports
- 3.1.7. Regulatory and operating permits for the treatment plant and biosolids operation, excluding resource agency permits for construction
- 3.1.8. Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from the SFPUC and other City agencies such as San Francisco Department of Building Inspection (SFDBI) and SFDPW. Also any available geotechnical and hazardous material investigation reports from other public/private projects/entities
- 3.1.9. Available utilities information for the areas located in the vicinity of this project from SFDBI, SFPUC, and SFDPW libraries

- 3.1.10. Record drawings of other facilities located in close proximity to this project, e.g. Caltrain, Caltrans, PG&E, etc., to locate all existing utilities and structures within the project area
- 3.1.11. General Plan, Zoning, Community Plan, other applicable plans and environmental documents (to be compiled by City staff)
- 3.1.12. SFPUC Health and Safety Guidelines
- 3.1.13. General Seismic Requirements for Design of New Facilities and Upgrade of Existing Facilities, Revision 2 (EMB, October 2009 and any subsequent revisions)

Additional materials available for review include, but are not limited to, surveying data; aerial photos; topographic maps; right-of-way (ROW) maps; impact avoidance and mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies.

3.2. It is anticipated that the following documents may be available in draft or final versions by the time the SFPUC issues the Phase 1 NTP. The reports/plans are being initiated and/or developed by PMC and/or SFPUC staff.

- 3.2.1. SSIP Validation Report and SEP Technical Memorandum 2013
- 3.2.2. SEP Baseline Report, 2013
- 3.2.3. SEP Needs Assessment Report (NAR), 2013
- 3.2.4. SEP Condition Assessment Report, 2013
- 3.2.5. Biosolids End Use Market Assessment and High-Strength Waste Utilization Business Plan, 2013
- 3.2.6. Biogas Utilization Alternatives Evaluation, 2013
- 3.2.7. Urban design guidelines or other local land use criteria documents, if available
- 3.2.8. Community Outreach and Participation Plans addressing Project stakeholders

Task 3 Key Deliverables:

- 3.A. Draft and Final Technical Memoranda confirming the adequacy and applicability of information presented in the background documentation; identifying any data gaps that must be completed during planning and design phases of the project; and presenting a schedule and plan for addressing the data gaps. If necessary, a recommended scope of work and budget to obtain additional data shall be submitted with the plan.

TASK 4: LAND NEEDS AND PROPERTY ACQUISITION

SFPUC will lead the effort as it relates to property acquisition, right-of-way and real estate services. SFPUC staff has conducted an evaluation of land needs and an assessment of properties adjacent and near the SEP for the BDFP. A list of viable site alternatives has been developed. This information was presented to the Digester Task Force for their input and concurrence in 2009-1010. The Digester Task Force is a specially formed group of local Bayview community stakeholders. Contractor is to provide technical support with respect to land evaluation and real estate services, as described herein:

4.1. Confirm amount of acreage needed in the vicinity of the SEP to accommodate:

- Construction staging and material laydown area
- Temporary facilities
- New permanent facilities
- Other Future needs

4.2. Review the viable site alternatives identified previously for the SEP BDFP. Ensure previous land evaluations considered other nearby improvements and developments sponsored by the City/SFPUC (e.g. Other SEP Capital Improvement Projects, Central Bayside System Improvement Project, Eastside Recycled Water Facility), and/or other public federal or state agencies and private developers. Land evaluation criteria should address ease of acquisition and steps to finalization of site control, purchase costs, right-of-way and easement requirements, ease of access and vehicular traffic through/near site, need for relocation of existing tenant, property transfer, current site use, geological and soil conditions, flood potential, City zoning or re-zoning limitations, other agency jurisdictions, and other requirements.

4.3. Provide as-needed assistance as directed by SFPUC and City Real Estate staff in developing various property-related documents such as:

- 4.3.1. Prepare land appraisals and cost estimates for purchase
- 4.3.2. Provide right-of-way (ROW) assistance
- 4.3.3. Prepare official maps
- 4.3.4. Provide letters of understanding regarding acquisition, relocation and purchase of new locations and cost.
- 4.3.5. Provide legal descriptions for new property and establishing temporary (construction) easements, subsurface easements, and final easements.
- 4.3.6. Terms and conditions for Letters of Agreement and Memorandums of Understanding (MOUs)

Task 4 Key Deliverables:

- 4.A. Draft and Final Technical Memoranda summarizing land need, property evaluation and land acquisition activities supported by the Contractor.
- 4.B. Final and Draft documents relating to real estate/property assessments, as needed.

TASK 5: SURVEYING INFORMATION

This task will be implemented with guidance and in coordination with City surveying staff. It should be assumed that some of the surveying work will be performed by City staff.

- 5.1. As requested by the City, develop Survey Information. Perform land surveys and aerial surveys and prepare maps for areas within the boundaries of the SEP and all additional property to be obtained for the Project. Develop topographic information for inclusion in background/contract drawings for the Project facilities for construction bids. Contractor to determine and work with City for appropriate datum, grid size, scale, and resolution.
- 5.2. As requested by the City, coordinate and obtain necessary approvals from local agencies, private owners, and utilities through City representatives for survey work. Obtain access and/or permits required to accomplish necessary surveying by completing and processing permit applications, and by providing technical support, as needed, to secure these permits. Any costs for permits will be reimbursed back to the Contractor with proper receipts/documentations via progress payments. City staff will help support this task, but overall responsibility of this task remains with the Contractor.

Task 5 Key Deliverables:

- 5.A. Background Drawings – As requested by the City, provide background drawings containing topographic information.
- 5.B. Land and Aerial Survey Information - As requested by the City, provide survey field notes and data and other backup information used in developing background drawings.

TASK 6: UTILITY INFORMATION

Contractor shall gather, identify, and document all utility information within and surrounding the SEP. Contractor will also identify all utility information within and surrounding any site identified under additional land needs and property acquisition. Contractor will work with City staff to coordinate with utilities to obtain existing utility records. The following are the responsibilities of the Contractor under this task during Planning and Design Phases.

- 6.1. Prepare a Pothole sampling plan that identifies the utilities or underground facilities to be verified. Include information on the methodologies (shallow versus deep) to be used to perform the potholing.
- 6.2. Perform field inspection/subsurface investigations as needed to verify location of utilities and facilities that may conflict with the proposed project elements. This includes but is not limited to all the facilities associated with the SEP BDFP. This will require pothole investigations of both City and private utilities/facilities.
- 6.3. Prepare AutoCAD maps/layers showing the location of the existing utilities. This will be part of the overall site drawings for the SEP improvements.
- 6.4. Coordinate and provide design or design support for any required relocation of utilities or facilities (public or private).

Task 6 Key Deliverables:

- 6.A. Pothole sampling plan.
- 6.B. Utilities and Facilities Coordination Technical Memorandum - Prepare and submit a technical memorandum package summarizing the results of utilities and facilities field location work. The technical memorandum and accompanying documents shall record field information on utilities and facilities that may conflict with the proposed project elements. It shall identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by the proposed project elements. The TM should provide at a minimum an overall site map of all the potholing locations; a table listing the pothole identification number, pothole coordinates, depth of pothole activity, and utility or underground facility identified; any pictures related to the potholing activities.
- 6.C. AutoCAD maps/layers showing the type, size, and location of active and abandoned utilities. These maps will be submitted to the owners of the utilities and returned for confirmation.

TASK 7: GEOTECHNICAL AND HAZARDOUS MATERIAL INVESTIGATION

The overall task will be to assess the geology, geotechnical, and groundwater conditions at the existing and preferred project sites and to determine the required design parameters. Contractor shall define and conduct/implement a geotechnical investigation and hazardous material site characterization program for the potential site alternatives near/adjacent SEP. The Contractor shall acquire, assemble, and review all available geotechnical information within the project limits, identify the missing geotechnical/hazardous material information, and develop a work plan to obtain the missing information. The Contractor shall obtain the necessary geotechnical/hazardous material information. The findings will be taken into consideration in the site planning for the Project. In evaluation of the existing and newly acquired geotechnical/hazardous material information, the Contractor shall determine the site-specific design criteria to use as the basis of design, including all geotechnical and seismic hazards information. The Contractor shall determine and identify all geotechnical design information and seismic hazards

information related to the project. This includes, but is not limited to, depth of piles, lateral spread, site-specific ground motion, and liquefaction potential. The analysis shall provide all geotechnical information needed by the design team to complete the design.

The geotechnical investigation and site characterization program for the entire project, including City's/other agencies' ROW shall include, but not be limited to, the items listed below. Due to possible hazardous underground soil, groundwater issues, and the monitoring wells, the Contractor shall prepare a report in accordance with the standard engineering practices and shall present alternative recommendations to mitigate geotechnical and hazmat issues as needed.

- 7.1. Site exploration shall include, but is not limited to, drilling and sampling boreholes, cone penetration tests, sampling and testing for soil and groundwater corrosivity, sampling and testing for presence of hazardous materials in soil and groundwater, seismic refraction survey, and installation and monitoring of groundwater observation wells as required to measure seasonal variability. Site services shall also include in-situ testing and monitoring including, but not limited to, groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, and hydraulic conductivity testing. Contractor shall perform initial assessment as directed by the City.
- 7.2. Laboratory testing shall include, but is not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil and groundwater handling and disposal requirements.
- 7.3. Provide assessment of seismicity to the retrofit of existing infrastructures and the design of new infrastructures. Provide detailed design parameters to the design team.
- 7.4. Perform all related necessary investigations, administrative applications, submittals, and reporting in accordance with the Maher Ordinance requirements within areas of the Maher Ordinance. This work includes, but is not limited to, site history and records review; soil sampling and analysis program to characterize soil according to the San Francisco Maher Ordinance requirements; compaction study to evaluate re-use of excavated fill materials; and compliance with all sections of the San Francisco Maher Ordinance. Documented information shall be evaluated and formatted such that potential requirements for off-site disposal of soil generated during future construction activities at the site are identified with recommended mitigation measures during construction if necessary, to protect workers and the public from exposure to hazardous chemicals.

Contractor shall provide the necessary project information to the SFPUC Bureau of Environmental Management to obtain the necessary approvals for the field boring work and groundwater well drilling and abandonment.

Task 7 Key Deliverables:

- 7.A. Draft and Final Data Report on Previous Investigations - The report shall include a summary graphic showing the location of all previous borings and geotechnical information collected to date and shall summarize all available geotechnical, hazardous material, and groundwater information pertaining to the proposed alternative locations. In addition, all the complete existing reports, data, and information used to compile the summary report shall be provided as appendixes in electronic format.

- 7.B. Draft and Final Geotechnical & Hazardous Material Investigation and Site Characterization Work Plan - This Work Plan shall describe the geotechnical, groundwater, and hazardous material investigation and site characterization program necessary for the identified alternatives. The Plan will include the number of borings and wells, the necessary depths, boring and well locations testing methods and protocols, and a number of contingency borings in case additional boring and groundwater information is required during Planning. Applicable portions of the Plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. This Work Plan shall be reviewed and accepted by the City prior to proceeding with the program work.
- 7.C. Draft and Final Geotechnical and Hazardous Material Investigation and Site Characterization Data Report (GDR) - The report shall provide factual data and information obtained from the geotechnical, groundwater, and hazmat investigation efforts. The location of any soils or groundwater that contains hazardous constituents and underground fuel tanks shall be identified. The report must characterize the soil to be removed or reused on site and shall include a soil balance analysis. The report shall also provide information for developing methods and locating sites for handling, treatment, storage, and disposal of any contaminated materials. Descriptions of any areas requiring special handling, such as capping, grout injection, or other methods, shall be provided. The GDR is to provide information for screening and site layout of alternatives.
- 7.D. Draft and Final Geotechnical Interpretive Report (GIR) - This report is to provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis. Furthermore, geotechnical recommendations shall be provided for design of all project components, including underground work, pile depth, dewatering, shallow and deep foundations, any shoring constraints necessary to prevent settling of adjacent buildings/basins/facilities, monitoring necessary to detect any settling, excavation compaction, grading and sub-grade preparation. Geotechnical recommendations for various alternative construction methods shall be provided and reviewed.

The reports and data listed above are expected to be made available for construction bidder's review as a part of the contract documents. It is therefore critical that the documents go through multiple quality checks before they are finalized.

TASK 8: ARCHITECTURE AND LAND USE PLANNING

Surrounding land use, facility architectural design and visual mitigation are critical factors for positive acceptance of the SEP BDFP, and shall be developed in coordination with the planning and design of the treatment improvements. The land use and architectural design for the SEP will be consistent with existing and anticipated land planning requirements and architectural guidelines for the City and/or Bayview community. Local urban design guidelines may be proposed by others for reference in this Project. The visual theme should be consistent with other future developments (including other SFPUC projects) in the vicinity with input and consensus from neighboring community. This task may be conducted by a City-led team of Contractor and City staff from Architecture and Landscape Architecture.

- 8.1. Describe existing aesthetic setting and neighborhood concerns.
- 8.2. Conduct workshops with stakeholders and community members and gain input on preferred types of visual, odor and noise mitigation or land use features.
- 8.3. Develop modes to mitigate noise, sound and visual impacts from constructed treatment processes and associated structures, taking into consideration inputs from the Constraints and Opportunities analyses, and environmental impact avoidance.
- 8.4. Develop architectural design standards, features and landscaping theme for SEP, including lighting, fencing, type of materials and colors.
- 8.5. Prepare graphic, computer models (3-D walkthrough), and videos as development and presentation tools.
- 8.6. Prepare a physical model of final design.
- 8.7. Provide any drawings, information and presentation material to the San Francisco Arts Commission review, as required.

Task 8 Key Deliverables:

- 8.A. Draft and Final Technical Memorandum on Architecture and Land Use Plans to be implemented as a part of the SEP BDFP.
- 8.B. Develop presentation material and full-size drawings or sketches to describe architectural and landscape themes and visual enhancements/mitigations.
- 8.C. Provide presentation graphics, computer models, and videos.

TASK 9: ALTERNATIVES ANALYSIS REPORT

Prepare an Alternatives Analysis Report (AAR) for the SEP BDFP in accordance with SFPUC standards.

The AAR, to be developed by the Contractor, will focus only on the scope of the SEP BDFP (solids handling facilities). In the AAR, the Contractor will develop and thoroughly evaluate viable alternative solutions to meet the SSIP Level of Service (LOS) objectives. For each key process alternative, a single recommended technology will be selected using decision analysis criteria developed with input from the SFPUC and moved forward. Ultimately, the recommended technologies selected for each key process will form the basis of the Recommended Alternative for Conceptual Engineering and Detailed Design.

9.1. Biosolids Treatment Process Evaluation and Selection

It has been established that the SFPUC, at a minimum will upgrade its solids handling treatment to produce a Class A biosolids product. The feed stream may include solids from wastewater/stormwater, fats, oils, grease (FOG), food waste and any other waste stream amenable to anaerobic digestion with the proper pre-treatment processes. Each waste stream will require additional characterization to determine impact to the overall process. Other treatment processes producing advanced biosolids products may be evaluated if they are found to be sustainable and viable use options for the SFPUC based on a cost/benefit market analyses.

Conduct treatment process selection evaluations of the viable technology alternatives that address at a minimum the following: objective of the project, benefit, maturity of technology, disadvantages, operating criteria, ease of maintenance, reliability, instrumentation and controls, associated equipment appurtenances, life cycle cost, capital cost and risk. The goal of the evaluations is to reach a consensus for a recommended treatment process for each key process in the SEP BDFP. Under the SSIP, standard Triple Bottom Line (TBL) criteria are being developed. Using the SSIP TBL criteria as a basis (if applicable), the Contractor will develop agreed-upon evaluation criteria with the SFPUC prior to commencement of the selection analysis. Extensive workshops will be conducted with SFPUC staff to solicit input and provide information exchange and consensus building. The solids process modeling must be integrated into the City's BioWIN model. Any process model(s) used in the analysis shall be transferred to the City following completion of the Project.

The treatment processes to be evaluated as part of this project include, but are not limited to:

- Thermal hydrolysis;
- Thickening;
- Digestion (separate and/or co-digestion);
- Dewatering;
- Thermal drying technologies;
- Other processes producing Class A biosolids products;
- Other processes producing advanced biosolids products; and
- Other associated processes for handling of any byproducts or waste streams.

9.2. Biosolids Market Assessment and Business Plan

One of the SSIP LOS is to beneficially use 100% of the biosolids generated by the WWE. PMC has been issued a task order to conduct a Biosolids End-Use Market Assessment and High Strength Waste Utilization Business Plan. High Strength Waste (HSW) includes fats, oils and grease (FOG) and food waste.

9.2.1. Review the PMC work for completeness and verify the information provided, which should include, but not limited to:

- Identification of regulatory and non-regulatory drivers as it relates to treatment and generation of biosolids and advanced biosolids products
- Business Plan for High Strength Waste (HSW) that addresses:
 - Types and volumes of HSW that could be treated by the SFPUC (SEP);
 - Identify treatment process, environmental and social impacts;
 - Regulatory implications;
 - Capital and lifecycle costs;
 - Other costs and fees; and
 - Contractual agreements and with whom; and
- Biosolids end-use options and business markets for Class B, Class A and other biosolids products that addresses:
 - Specific markets that the SFPUC should consider, including advanced products such as agricultural or construction amendments or other;
 - Long term viability and sustainability;
 - Annual and cumulative capacity;
 - Contracting mechanisms;
 - Capital and lifecycle costs;
 - Revenue sources;
 - Public acceptance; and
 - Hauling distance and cost.

9.2.2. Address any data gaps and provide missing information or level of details, as related to biosolids/HSW market assessment and business plan that are not found in available reports and/or documents, but are deemed necessary to proceed with the Project

9.3. Biogas Energy Recovery

Biogas that is rich in methane is a byproduct of the biosolids digestion process. The intent of the SSIP LOS is to beneficially use all the biogas and convert it to bioenergy for use at the SEP or offsite. PMC has been issued a task order to evaluate and recommend the best use of SEP biogas.

9.3.1. Review the PMC work for completeness and verify the information provided, which should include, but not limited to:

- The volume and quality of the biogas to be produced. Consider input of wastewater solids, FOG, food waste and other waste streams into the digestion process;
- Long-term sustainable biogas utilization alternatives for the SFPUC's WWE with respect to facility heat demand, energy recovery/reuse and power generation. Consider WWE LOS goals and capital and life cycle costs. Consider benefits, requirements, Green House gas generation, and operating risk;

- Recommendations address the best beneficial use of the biogas generated, and at a minimum answers the following questions:
 - Should the biogas be sold back to PG&E or others as biomethane?
 - Is it desired and reasonably feasible that that the SEP eventually generates sufficient power to operate the entire plant with the biogas produced to negate Hetch Hetchy power usage?
 - Should the biogas be converted and used as vehicle fuel?
- A market assessment/ feasibility and business plan for the biogas utilization. Consider use, delivery, capital and lifecycle costs and the impacts to operational strategies at the SEP;
- A utilization strategy for the biogas energy recovery. Address biogas storage, gas pretreatment, cogeneration or other power production alternative, and/or fuel delivery for a biomethane option. Identify any appurtenances for a functional system. Estimate operations and maintenance costs, specialty skills and labor needs. Discuss opportunities for SFPUC to reduce overall Hetch Hetchy electricity usage and natural gas purchases with the various technologies;
- Major capital infrastructure needed to support biogas energy recovery. Address storage, gas pretreatment, cogeneration or other power production alternative, and fuel delivery. Identify any appurtenances. Provide estimates of capital costs;
- Any operational regulatory requirements or limitations;
- Available outside funding sources from Federal and/or State incentives and grant programs to subsidize capital and lifecycle costs through cap and trade, and other; and
- Carbon footprint, greenhouse gas (GHG) emissions, and potential cap and trade opportunities.

9.3.2. Address any data gaps and provide missing information or level of details, as related to biogas handling, treatment and use that are not found in available reports and/or documents, but are deemed necessary to proceed with the Project.

9.4. Odor Control

9.4.1. Develop long-term goals for odor control within the new Biosolids Digester Facilities based on the SSIP LOS goals. Consider staff working conditions, existing and future safety regulations and impact to neighboring community adjacent to the SEP. Establish measurable criteria.

9.4.2. Discuss and evaluate possible treatment technologies to contain, treat and vent odors from the SEP Biosolids Digester Facilities. Parameters to address include odor characteristics, power usage, chemical usage, size requirements, potential air emissions, air changeovers, maintenance needs, noise, and lifecycle costs.

9.4.3. Perform site specific odor characterization and dispersion modeling.

9.5. Integrated Alternatives

Develop integrated alternatives that will meet the LOS objectives, and requirements defined in the NAR. Alternatives should be described with sufficient detail and should include, but not limited to:

- How goals/objectives are met. Provide measurable criteria;
- Scope of work and approach;
- Type and quantity of waste streams (biosolids, FOG, food waste, other);
- Treatment process technologies (including footprint, height, specialized support);
- Treatment process performance criteria;
- Design criteria;
- Resource recovery and reuse;
- Power and natural gas usage;
- Reliable power feed to the treatment plant;
- Odor Management;
- Chemical usage;
- List of major equipment;
- Expertise required for operate and maintain selected technology;
- Staffing needs;
- Benefit – reliability, efficiency;
- Disadvantages;
- Operating strategy. Wet weather and dry weather;
- Preliminary process and instrumentation diagrams (P&IDs);
- Distributed Control System integration;
- Process control strategy (planning level);
- Operations and Maintenance issues. Special staff training or certification;
- Regulatory compliance and/or permit exemptions;
- Implementation schedule;
- Feasibility of construction. List temporary facilities that need to be constructed;
- Plant shutdowns required and associated constraints;
- Cost – Potential impact to sewer rates;
- Life cycle costs;
- Risk;
- Site constraints including staging and laydown requirements;
- Site Layout;
- Truck traffic access;
- Environmental Constraints and Opportunities Analysis (this analysis will be provided by SFPUC staff);

- Real estate requirements;
- Land Use and architectural design;
- Interdependencies within selected treatment processes;
- Interdependencies with other activities and projects;
- Community benefits; and
- Other projects that could impact the SEP BDF.

- 9.6. Develop evaluation criteria and a decision-making process upon which the proposed alternatives will be evaluated. TBL criteria developed under the SSIP should be used as a basis. Contractor will be required to refine the criteria to meet the needs of the Project. Alternatives meeting the SSIP LOS will be compared using the TBL.
- 9.7. Facilitate an alternatives analysis process that will result in a Recommended Alternative. Conduct staff and stakeholder workshops to promote information exchange and consensus. Assist the City to refine the TBL model developed by PMC to be applicable to the BDFP.

Task 9 Key Deliverables:

- 9.A Draft and Final Technical Memorandums on TBL and decision analysis methodology, criteria, and weighting; specific treatment process technology evaluations for key technologies; seismic reliability approach; odor control strategy and goals; and biogas energy recovery strategy and goals.
- 9.B Draft and Final Alternatives Analysis Report with Recommended Alternative - All reference information (NAR, reports, technical memorandums, drawings, etc.) shall be included electronically as reference material for the AAR. The AAR shall be stamped and signed by a Professional Engineer licensed in the State of California.
- 9.C Solids Process Model, BioWin model integrated with the Solids Process Model, and any hydraulic models (if needed). The actual modeling programs must be provided. Model outputs are not acceptable. The City must be able to modify the models to run different scenarios independently.

TASK 10: CONSTRUCTION PACKAGING AND DELIVERY METHODS

- 10.1. Identify, and analyze options to possible implementation strategies for the Recommended Alternative from the AAR. Recommend how best to divide up the improvements to be built under this Project into design/construction contract packages to be issued by the SFPUC. Make specific recommendations on the number of contracts to be issued and the scope of each contract. Furthermore, identify pros, cons and risks of various project delivery methods for each of the design/construction contract packages. Project delivery methods/strategies to be analyzed will include, at a minimum, Design-Bid-Build (DBB) [per Article II of Chapter 6 of the Administrative Code], Design-Build (DB) [per section 6.61 of the Administrative Code], and Integrated Project Delivery such as Construction Manager/General Contractor (CM/GC) [per section 6.68 of the Administrative Code]. The Contractor is to identify all viable implementation strategies for the SFPUC staff to consider. Contractor will consider performance, benefits,

disadvantages, schedule, cost, site constraints, project/construction management, contracting agreements, and SFPUC risk to achieve project goals for each of the design/construction contract packages and/or project delivery method(s).

The SFPUC will select the construction contract packaging and associated alternative delivery method(s) that will cost-effectively deliver a fully functioning new Biosolids Digester Facilities.

Task 10 Key Deliverables:

- 10.A. Draft and Final Technical Memorandum on Project Construction Contract Packaging and Contracting and Implementation Strategy.

TASK 11: CONCEPTUAL ENGINEERING REPORT (CER)

The Conceptual Engineering Report (CER) will contain preliminary design criteria and preliminary site layouts to document the basis of design for the Recommended Alternative. The CER will be structured in accordance with the multiple design/construction packages, as defined by the outcome of Task 10, and should clearly show the design and construction delineation between the multiple packages. Key coordination issues between the construction packages shall be identified as part of the CER. The CER will serve as the basis for the Detailed Design.

- 11.1. Prepare a Conceptual Engineering Report for the SEP Biosolids Digester Project, in accordance with SFPUC standards. The CER, at a minimum should address:

- Project history, goals, and summary;
- Description of the various design and construction contract packages based on the selected alternative delivery method;
- Preliminary design criteria (civil, seismic, pipelines, electrical, architectural, mechanical, HVAC, fire protection, instrumentation);
- Critical equipment list and associated equipment data information (capacity, horsepower, type, etc.);
- Design chemical doses;
- Description of proposed project elements;
- Process operating descriptions and strategies (incorporating input from WWE);
- Permit requirements;
- Key coordination issues between various construction contract packages;
- Construction sequencing;
- Testing and startup concept;
- Project schedule;
- Construction and O&M cost estimates for each construction contract package;
- Draft specifications section list for each construction contract package;
- Draft drawing list for each construction contract package;
- Preliminary Drawings (process flow diagrams, site plan, site access, preliminary plans and elevations, preliminary single line diagrams, preliminary P&IDs, etc.) for each construction contract package; and

- CER CEQA Checklist.

Task 11 Key Deliverables:

- 11.A. Draft and Final Conceptual Engineering Report - All reference information (NAR, AAR, reports, technical memorandums, drawings, etc.) shall be included electronically as reference material for the CER. The CER shall be stamped and signed by a Professional Engineer licensed in the State of California.
- 11.B. BioWin models, solids process models, solids process models/spreadsheets, and any hydraulic models (if necessary).

TASK 12: DESIGN CRITERIA

SFPUC policies and procedures dictate that each project must establish Design Criteria to define the requirements needed to develop the design recommended in the Conceptual Engineering Report (CER). The Design Criteria provides the design basis, specific site conditions, functional and operational requirements, extent of the design, loads, codes and standards for the design, and particular methodologies (including software) to be used for design. Design Criteria must be finalized by the time the 35% Design package is issued. Once established, the Design Criteria serve both to guide the designers' work and as the most fundamental basis for quality review of the design and design products (i.e., Drawings and Specifications).

The Design Criteria shall be based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the seismic requirements as defined by the *General Seismic Requirements For Design of New Facilities and Upgrade of Existing Facilities, Revision 2* dated October 6, 2009 as issued by the SFPUC Infrastructure Division Engineering Management Bureau and any subsequent revisions.

12.1. Develop a Design Criteria document that conforms to the SFPUC policies and procedures. The design criteria should contain at a minimum the following categories:

- Project purpose;
- Site Description;
- Project Background;
- Summary of Project Goals and Improvements;
- Existing Constraints;
- General codes, references, and project criteria;
- Demolition;
- Process Design;
- Geotechnical Design;
- Seismic Design;
- Civil Design;
- Electrical Design;
- Pipeline Design;
- Instrumentation (P&IDs);
- Corrosion Control;
- Supervisory Control and Data Acquisition (SCADA) and DCS integration;

- Process Mechanical Design;
- HVAC;
- Plumbing;
- Fire Protection;
- Fire Alarm;
- Structural Design;
- Architectural Design;
- Landscape Architecture Design;
- Safety;
- Security;
- Noise and Vibration Criteria; and
- Constructability.

Task 12 Key Deliverables:

- 12.A. Draft and Final Design Criteria - The Design Criteria shall be stamped and signed by a Professional Engineer licensed in the State of California.

TASK 13: PROCUREMENT RFQ/RFP PACKAGES FOR ALTERNATIVE DELIVERY METHODS

If the project implementation strategy, as defined by the outcome of Task 10, includes one or more of the construction packages being delivered via DB, CM/GC or other similar alternative delivery methods, the Contractor will assist in the development of the necessary procurements documents.

- 13.1. If a DB delivery method is selected, the Contractor would assist the SFPUC in preparing a DB RFQ and/or RFP to pre-qualify and procure a design-builder. The Contractor will develop a design package up to 50% design level with performance based specifications necessary for the procurement of a qualified DB team.
- 13.2. If a CM/GC delivery method is selected, the Contractor would assist the SFPUC in preparing a RFQ and/or RFP for a General Contractor for construction. The Contractor will assist in the development of a RFQ/RFP necessary for the procurement of a qualified CM/GC.

Task 13 Key Deliverables:

- 13.A. If required, Draft and Final DB RFQ.
- 13.B. If required, Draft and Final DB RFP.
- 13.C. If required, Draft and Final RFQ for a General Contractor.
- 13.D. If required, Draft and Final RFP for a General Contractor.

TASK 14: ENGINEERING SUPPORT DURING BID AND AWARD

14.1. Contractor shall attend and assist at pre-bid conferences and pre-bid site walks for each bid package. Contractor will prepare all material related to the pre-bid site walks. Contractor shall review and respond to bidders (general contractors, subcontractors, and manufacturer's representatives) questions on bid documents (QBD). Contractor shall prepare addenda text and drawings (in AutoCAD) describing clarifications and revisions to the design as required. Contractor shall provide revised AutoCAD drawings showing all changes outlined in the addenda to the City as part of the addenda. All addenda drawings and sketches shall be stamped and signed by a Professional Engineer licensed in the State of California. Contractor may be asked to assist the City in reviewing and analyzing received bids.

Task 14 Key Deliverables:

- 14.A. Responses to QBDs
- 14.B. Addendums
- 14.C. Technical Memorandum on bid evaluation – if requested by the City

TASK 15: ENGINEERING SUPPORT DURING CONSTRUCTION (ESDC) AND CLOSEOUT

This task will be applicable when the construction is implemented using a traditional DBB and/or CM/GC (integrated project delivery) approach, in which the Contractor is the design engineer on record for the construction.

- 15.1. Provide engineering support to the City for each package during the construction and closeout phases for work in which the Contractor is the Engineer on Record. This includes, but is not limited to the following:
- Attend Partnering sessions;
 - Review and provide written responses to shop drawings, submittals, request for information (RFIs), change orders requests (CORs), and substitution requests from the Contractor through the City;
 - Provide revised drawings (in AutoCAD) for design or owner requested changes;
 - Assist the Construction Management (CM) staff in responding to and negotiating claims and developing proposed change orders;
 - Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and City offices (as needed);
 - Identify construction phase items requiring presence of engineer in the field and coordinate with the Project Engineer. Provide field engineering support to CM team during construction.
 - Review value engineering proposals from the contractor.
 - Review contractor submitted operations manuals.

- Develop a final combined operation manual for the facility.
- Provide startup and testing support

Task 15 Key Deliverables:

- 15.A. Responses to inquiries as related to shop drawings, submittals, RFIs, change orders and/or substitution requests
- 15.B. Revised drawings and/or specifications
- 15.C. Technical Memorandums and meeting summaries
- 15.D. Written responses to issues that may arise during construction.

TASK 16: ENGINEERING SUPPORT AS OWNER'S TECHNICAL REPRESENTATIVE

This task will be applicable when the construction is implemented using a DB or other alternative project delivery method, in which the Contractor is not the design engineer on record for the construction. As the Owner's Representative, the Contractor will ensure design criteria and performance specifications are met.

- 16.1. During the RFP Bid and Award phase, Contractor shall attend and assist at the RFP pre-bid conference and pre-submittal site walks for each package. Contractor will prepare all material related to pre-submittal site walks. Contractor shall review and respond to QBDs. Contractor shall prepare addenda text and drawings (in AutoCAD) describing clarifications and revisions to the design as required. Contractor shall provide revised AutoCAD drawings showing all changes outlined in the addenda to the City as part of the addenda. All addenda drawings and sketches shall be stamped and signed by a Professional Engineer licensed in the State of California. Contractor may be asked to assist the City in reviewing and analyzing received bids.
- 16.2. Following the Award phase, the Contractor shall provide engineering support to the City during the design and construction phases. This includes, but is not limited to the following:
 - Review and provide written responses to design drawing reviews, design specification reviews, equipment selection, and construction schedule and sequence from the Contractor through the City;
 - Attend partnering sessions;
 - Review and provide written responses to shop drawings, submittals, RFIs, change orders requests, and substitution requests from the Contractor through the City;
 - Assist the Construction Management (CM) staff in responding to and negotiating claims and developing proposed change orders;
 - Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and City offices (as needed);

- Identify construction phase items requiring presence of engineer in the field and coordinate with the Project Engineer. Provide field engineering support to CM team during construction.
- Oversee project and construction schedule
- Review value engineering proposals from the contractor.
- Review contractor submitted operations manuals.
- Develop a final combined operation manual for the facility.
- Provide startup and testing support

Task 16 Key Deliverables:

- 16.A. Responses to QBDs
- 16.B. RFP Addendums
- 16.C. Technical Memorandum on bid evaluation – if requested by the City
- 16.D. Written responses to issues that may arise during design/construction.

TASK 17: TRAINING AND TECHNOLOGY TRANSFER

The Contractor shall conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City, potential training topics may include but are not limited to the following: alternative contract delivery methodologies, biosolids treatment technologies, design and construction of biosolids treatment and energy recovery processes, process modeling (e.g., BioWIN model), facility operation and start-up, public communication strategies, and/or lessons learned.

- 14.1. Services to be provided under this task include preparing, coordinating, and providing training sessions, both in the field (SEP) and in the office. These training sessions (field visits and in-office seminars) shall be independent of the other workshops held for this project and other services provided for other tasks. Parts of the documents developed under other tasks can be used as some of the training material. Training sessions will take place in a location as designated by the City.

Task 17 Key Deliverables:

- 17.A. Training material
- 17.B. Handouts, diagrams, etc. to be used in classroom and/or field

TASK 18: COMMUNICATIONS AND PUBLIC OUTREACH

The City will implement a comprehensive public information effort to inform and educate the external and internal stakeholders on the SEP BDFP from planning through construction. SFPUC Communications will be the lead entity on this effort. The Contractor, under the direction of the SFPUC, and in coordination with the SSIP Program Management Consultant, will provide support to the communication and stakeholder outreach effort for this Project, ensuring alignment and synergy with all SFPUC projects in the Southeast Plant area. Tasks will include, but are not limited to:

18.1. Develop a comprehensive Strategic Communications Plan for the SEP BDFP, that at a minimum should include:

- Near-term and long term outreach strategies and objectives that consider and are consistent with other City, SFPUC and SSIP priorities (e.g. green infrastructure projects, community benefits, workforce development);
- Communication strategies and outreach activities/campaigns that should be undertaken;
- Measurement tools to gauge success or failure of outreach activities/campaigns
- Tailored stakeholder engagement approaches to identify internal and external stakeholders and how to effectively share information and receive feedback (e.g., outreach strategy for the Bayview-Hunters Point community – Supervisor District 10, outreach strategy for the Southeast Community Facility Commission);
- Development of a stakeholder database and identification of new voices and leadership within District 10;
- Identification of stakeholder issues and concerns;
- Development of strategy of stakeholder engagement tied to success of SEP BDFP;
- Key messages to be conveyed;
- Crisis management strategy;
- Modes of communication (i.e., how will the SFPUC convey and receive information); and/or
- Resource-loaded schedule that includes tasks and milestones that takes into consideration the SEP BDFP project phases and other City/SFPUC/SSIP projects occurring in Project vicinity.

18.2. Develop implementation tools for the Strategic Communication Plan (contingent upon SFPUC acceptance of proposed Final Strategic Communications Plan)

18.2.1. Develop informational collateral material such as, but not limited to:

- Fact sheets and brochures;
- Southeast Plant and Project focused newsletters;
- Website content;
- Videos;
- Graphic art;
- Illustrative posters and displays;
- Construction notifications;
- Advertisements for print, television and/or radio; and/or
- Electronic communication via social media such as Facebook and Twitter.

18.2.2. Provide support to Event Planning and Public Meetings

- Logistical support for the planning, organization and coordination of public meetings, press conferences, special events;

- Identify and secure meeting location and venue needs;
 - Provide agendas and meeting facilitation;
 - Provide note-taking during the meeting/event, produce meeting summaries, and follow-up documents; and/or
 - Provide written transcripts of meetings, if required.
- 18.2.3. Provide Notification/ Direct Mail Service/ Media Placement.
- Mail notices, newsletters, notifications, etc. to residents, businesses and other stakeholders;
 - Placement of advertisements in print, television or radio formats; and/or
 - Use of Social media.
- 18.2.4. Provide Translation Services. Provide oral and written translation capabilities for project materials and meetings
- 18.2.5. Provide editing services on all materials
- 18.2.6. Provide talking points and power point presentations for all public presentations on project and neighborhood engagement efforts related to the Project.
- 18.2.7. Provide Print Services. Provide specialty printing services, for mailed notices, newsletters, project displays, banners, decals, billboards, etc.
- 18.2.8. Help develop a Project website with blogging capabilities.
- 18.2.9. Conduct Staff Training
- Develop training sessions to educate City staff, in support of the Communication Plan; and/or
 - Support City staff speakers with developing Project/SSIP presentations to local neighborhood community, other agencies, SFPUC and other stakeholders. Provide speaker training.

Task 18 Key Deliverables:

- 18.A. Draft Strategic Communications Plan.
- 18.B. Final Strategic Communications Plan.
- 18.C. Other Deliverables as described in Task 18.2, as directed by City staff.

TASK 19: COMMUNITY BENEFITS COMMITMENTS

Following issuance of the Notice-to-Proceed (NTP) for the first task order to be performed by the Contractor under this Agreement, Brown and Caldwell commits to providing the Community Benefits Commitments detailed below during the ten year (10-year) term of the Agreement. The Contractor's

commitments shall be funded independently by the Contractor and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with this Project. In the event that the contract value is amended, the parties hereby agree to meet and discuss the impact to the corresponding Community Benefit Commitments.

As stated in the Request for Proposals

“Although this Task 19 is a deliverable task, it is a zero-dollar task. Zero hours should be allotted in your Overhead and Profit Schedule (OPS) for this task. No hours or dollars should be allotted or included in Contractor’s costs for this Project in order to perform or deliver your voluntarily proposed Community Benefits commitments. If the Contractor commits any funds to delivering the Community Benefits commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Contractor commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including not being dependent upon release of retention, etc.”

Community Benefits Plan and Timeline

Brown and Caldwell shall work with the SFPUC Assistant General Manager for External Affairs and Wastewater Capital Director to develop a Community Benefits Plan and Timeline within three months of issuance of NTP. The Community Benefits Plan and Timeline will provide details regarding expenditures, a schedule, and timelines related to the Community Benefits Commitments described below. The Contractor shall develop the Community Benefits Plan and Timeline so that all of the deliverables, including the dollars and hours associated with the Community Benefits Commitments described below, are aligned with SFPUC’s priorities and broader Agency-wide community benefits strategy. The Contractor’s team will develop the Community Benefits Plan and Timeline with the necessary flexibility relating to timing, expenditure of funds, partners, strategic delivery, scale, and performance of Community Benefits Commitments so that they are all aligned with the SFPUC Assistant General Manager for External Affairs’ community benefits strategy for the SFPUC and in order to best leverage our collective resources and positive community impacts. Once the initial Community Benefits Plan and Timeline are developed, SFPUC and Brown and Caldwell shall meet at least once a year during the term of the Agreement to discuss the work plan and associated timelines, and make any adjustments or updates as necessary.

Community Benefits Commitments

The Contractor shall develop a work plan, schedule, and timeline as one component of the Community Benefits Plan and Timeline that will be aligned with and driven by SFPUC’s priorities to deliver, perform and produce the following Community Benefits Commitments, as shown in the Community Benefits Summary Table:

Community Benefits Summary Table

	(A)	(B)	(C)	(D)	(E)	(F)
Description of Community Benefit/ Initiative	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate	Volunteer Contribution (B x C)	In-Kind Contribution	Total Contribution (A+D+E)
1. Annual Bayview Scholarship	\$30,000	0	\$175	\$0	\$0	\$30,000
2. LBE mentor/protégé program with BAYCAT	\$0	106	\$175	\$18,550	\$0	\$18,550
3. Laptop program with YCD	\$0	25	\$175	\$4,375	\$8,400	\$12,775
4. Bayview electronic job board	\$24,000	140	\$175	\$24,500	\$0	\$48,500
5. Internship Program	\$45,000	450	\$175	\$78,750	\$0	\$123,750
6. Food Guardian	\$96,000	0	\$175	\$0	\$0	\$96,000
7. Volunteer Hours	\$0	576	\$175	\$100,800	\$0	\$100,800
Total commitment for first three years:	\$195,000	1,297		\$226,975	\$8,400	\$430,375
Total commitment for years 4 through 10*:						\$569,625
Totals for life of the contract*:						\$1,000,000

* After the first three years of the CS-235 Agreement, Brown and Caldwell will revisit the current needs of the community, engage the Brown and Caldwell outreach team, and meet with the SFPUC Assistant General Manager for External Affairs and the Wastewater Capital Director to determine where the remaining community benefits commitments should be invested to achieve the greatest community impact.

Brown and Caldwell shall provide \$1,000,000 in community benefits commitments to the Bayview Hunters Point community during of the life of Agreement CS-235.

Annual Bayview Scholarship

Brown and Caldwell shall donate a \$10,000 scholarship to a student in the Bayview neighborhood every year for the first three years of the Contract for a total value of \$30,000. It will be offered to a full-time student enrolled in his or her sophomore, junior, or senior year at an accredited college or university. The student will be required to have a declared major in civil, chemical, or environmental engineering, or one of the environmental sciences. By supporting the education phase with this scholarship program, Brown and Caldwell will increase the number of qualified environmental engineering candidates in the marketplace.

LBE Mentor/Protégé Program with BAYCAT

Brown and Caldwell shall embrace the City's LBE program as a learning and growing opportunity for small businesses. BAYCAT is a nonprofit community media producer that educates, empowers, and employs underserved youth and adults in the digital media arts. By bridging technological gap, BAYCAT inspires students to stay in school; produces digital media that tells unique stories; and engages them to positively transform themselves and their communities. The total value to initiate a formal mentor/protégé relationship with BAYCAT for the first 3 years is anticipated to be 106 hours, valued at \$18,550. By supporting BAYCAT's effort to improve its business model, BAYCAT will be able to impact the lives of many more students.

Laptop Program with Young Community Developers

In Year 3 of the Agreement, Brown and Caldwell shall donate 25 hours of labor to continue supporting the laptop program with Young Community Developers (YCD), plus fund a total of 10 laptops at a cost of \$8,400. The total value of the program for the first 3 years is \$12,775. By helping build YCD's capacity to make an even bigger difference in the community, Brown and Caldwell/CH2M-Hill will help participants obtain skills that ultimately help them become a sustainable part of San Francisco's workforce.

Bayview Electronic Job Board

Brown and Caldwell shall launch Bayview Jobs, an electronic jobs board that will help more job applicants in the 94124 zip code get hired. Brown and Caldwell shall donate 140 hours in labor to develop a web site in year 1 and \$8,000/year for years 2 and 3 to a local Bayview resident working through YCD to maintain the site. The total value of the job board over the 3 year project is \$48,500. Hiring locally will help sustain the local economy for the community. After the third year, the site will be self-sustaining as the income brought in by fees for job posting will pay for site maintenance.

Southeast Summer Internship Program

Brown and Caldwell shall support three interns over a 10-week program in partnership with YCD and SFPUC to sponsor an internship program modeled after the successful Southeast Summer Internship Program. Each year, students will receive 600 hours of mentoring and hands-on experience. The program will require 150 hours of Brown and Caldwell time each year for program design, administration, and oversight with YCD, resulting in a total yearly commitment of \$41,250. The total commitment over 3 years will be \$123,750. There will be follow-up mentor meetings after the internship completion to discuss career opportunities and Brown and Caldwell will leave the door open for qualifying students to return in successive years.

Food Guardians

Brown and Caldwell shall support the Southeast Food Access (SEFA) group by funding a Food Guardian who is a community change agent that raises awareness project that educates, motivates, and inspires positive change in the community food environment. Brown and Caldwell will fund a Food Guardian position to expand the ability to improve neighborhood food retail; improve access to fresh local produce; research food availability; and promote community education and awareness through presentations and educational workshops for community groups, newsletters, and newspapers, and Facebook and other social media. The Brown and Caldwell commitment equates to \$32,000/year for a total value of \$96,000 for the first 3 years. By committing a stable funding source for the next 3 years, SEFA and the Food Guardians can develop a long-term sustainable plan for enhancing the community.

Volunteerism

Brown and Caldwell shall help organizations make a bigger impact in the communities they serve by donating a minimum of 16 hours/month for 3 years to various organizations throughout San Francisco. Time will be donated where the SFPUC deems it will be most valuable. The total value of the volunteer commitments for the first 3 years is \$100,800.

Brown and Caldwell's community benefits work will be documented as part of the project development described in Task 19 and executed as a major task for the Project. As stated above, Brown and Caldwell shall coordinate and develop the timing, schedule, partners, and size/scale of the delivery, performance and dollar expenditures related to all of Brown and Caldwell's Community Benefits Commitments throughout the term of the Agreement with the necessary flexibility so that they are all aligned with the SFPUC in order to leverage and maximize our collective resources and positive community impacts.

Community Benefits Work Approach, Project Team/Organization, and Accountability

Cindy Paulson, Senior Vice President and Brown and Caldwell's lead on all community benefits efforts in San Francisco, will provide senior oversight to ensure that benefits are consistent with overall program goals and are effectively delivered to the communities that they are intended to benefit in a transparent and accountable manner. Brown and Caldwell's Senior Vice President will be the SFPUC's primary point of contact, ultimately responsible for ensuring compliance with Brown and Caldwell's community benefits commitments. Brown and Caldwell's Senior Vice President shall organize, plan, track, measure, and report on Brown and Caldwell's community benefits commitments. Brown and Caldwell's Senior Vice President shall also coordinate the senior management of Contractor's sub-consultants to ensure the team participates in providing benefits to the San Francisco community. Brown and Caldwell's will submit a Community Benefits Plan and schedule.

Brown and Caldwell shall submit a stand-alone annual report on progress in fulfilling Brown and Caldwell's community benefits commitments, detailing factors such as the total number of dollars and hours contributed to each of the proposed tasks and organizations over the year. Brown and Caldwell shall also provide independently verifiable documentation (such as certified payroll records, receipts, etc.) that the SFPUC can use to independently and easily verify that the dollars and volunteer hours contributed by Brown and Caldwell as part of its Community Benefits Commitments were delivered to and actually reached the communities they were intended to benefit. Brown and Caldwell will integrate all inputs and metrics into the plan and using their project delivery system will generate management status reports that can be exported to Microsoft Excel.

Brown and Caldwell shall ensure that quarterly reports are prepared and submitted to SFPUC on the last business day of the month following the close of each quarter. The reports shall describe Brown and Caldwell's community benefits efforts under the program both in the prior quarter and Agreement to date. Brown and Caldwell's quarterly reports shall include the name and description of all projects commenced, underway, and completed; the dollar and hour values of all activities and elements of each project; the progress to date of each project; and the outcomes of projects that are underway. Brown and Caldwell shall submit such documentation to substantiate that the Community Benefits Commitments and any funds associated thereto were in fact delivered to the communities they were intended to benefit within the three months immediately following delivery of such Community Benefits Commitments or dollars associated thereto.

Brown and Caldwell's Community Benefits Commitments shall be performed prospectively during the term of the Agreement, after the award of the Agreement and following issuance of NTP on the first task assigned to Brown and Caldwell under this Agreement. Commitments performed as part of previous Agreements or prior to Brown and Caldwell being awarded the Agreement cannot be used as part of Brown and Caldwell's Community Benefits Commitments for this Project.

Brown and Caldwell's Community Benefits Commitments Task 19 Proposal is incorporated into this agreement. Where and if there are any conflicts or discrepancies between the language above in Task 19 of this Agreement and Task 19 Proposal, the terms of the language of Task 19 of this Agreement shall prevail as Brown and Caldwell and SFPUC's final mutual understanding and agreement.

TASK 20: ENVIRONMENTAL PLANNING SERVICES (OPTIONAL)

*****The SFPUC may choose to self-perform all or most of the work included in this task.*****

*****The Contractor should not propose to meet the LBE subconsulting requirements using this task*****

Environmental Planning services to be provided as part of this contract may include preparing an Environmental Constraints and Opportunities Analysis Report for preliminary alternatives to be analyzed in the AAR and for the selected preferred alternative to be recommended in the CER. Services may include reconnaissance site visits and review of published documents, as well as attending community meetings that may be held during preliminary phases of the project. **Services will NOT include preparing the CEQA documents for the project or coordinating with the Planning Department's Environmental Planning Division.** Those services will be provided under a separate contract. The Contractor may provide support to SFPUC's Bureau of Environmental Management's (BEM's) Environmental Project Manager and Permitting Manager to refine the proposed methodology, finalize the work plan for this work, attend any meetings with other City departments or outside agencies, and/or attend community meetings. The Contractor may be requested to recommend methodologies for the environmental evaluations for the AAR and the CER, including criteria for identifying potential effects (impacts) and ranking as to severity, as well as the criteria for evaluating the need for and the feasibility of potential avoidance measures and mitigation measures. The Contractor may support the Environmental Project Manager to collaboratively integrate environmental findings into the alternatives evaluation and definition of the preferred alternative.

- 20.1. Environmental Constraints and Opportunities Analysis Report for the AAR - The Contractor may provide support to the Environmental Project Manager in the preparation of a reconnaissance level environmental analysis of all identified preliminary alternatives and the alternatives selected for evaluation in the AAR. This reconnaissance level review will provide a general understanding of existing conditions for the key resource areas, covering all project components in each alternative, within and immediately adjacent to the alternative alignments. At least five resource areas: Land Use, Biology, Hazardous Materials, Traffic, and Cultural Resources will be covered in this analysis. In addition, the review will include a reconnaissance level evaluation of potential magnitude of effects for each alternative and compare the alternatives and components of each alternative on the basis of the severity of potential impacts and the relative feasibility of mitigating them for each resource area. The need to acquire resource agency or other construction permits will be identified. The analysis will include a literature search and reconnaissance level site visits by land use, archeology, historic resources, and other

environmental specialists as deemed appropriate. Although it is anticipated that the Contractor will be familiar with the MEA Archaeological Guidance and Historic Resources guidance, preparing the specific reports required under this guidance will not be part of this task but may be prepared at a later phase as part of the separate CEQA documentation preparation effort. Any mapping that is produced for the environmental constraints survey report shall be produced in a GIS format using protocols compatible with the City's GIS system.

- 20.2. Environmental Constraints and Opportunities Analysis Report for the CER - The Contractor will support the Environmental Project Manager in following a similar process of environmental analysis as in the AAR phase but in greater depth and detail. The purpose of this analysis and recommendations will be to inform the planning and design teams of specific potential environmental constraints and opportunities as conceptual design of the preferred project/alignment develops. This may involve ROW recommendations, avoidance measures, methods of construction, construction details (e.g. types/number of equipment, number of workers, truck traffic, etc.), mitigation requirements and alternatives, and measures that can be incorporated as part of the project design. This work may also involve coordination with BEM's Permitting Manager and preliminary discussions with resource agencies as well as include a number of working sessions and coordination meetings with the Project Manager and Design Manager.
- 20.3. Attend meetings for environmental review with BEM and MEA.
- 20.4. Submit timely Requests for Information for preparation of the environmental document.

Task 20 Key Deliverables:

- 20.A. Draft and Final Environmental Constraints and Opportunities Report for the AAR, including appendices containing all recorded data, methodology, and supporting materials, and a summary of the report for inclusion into the AAR.
- 20.B. Draft and Final Environmental Constraints and Opportunities Report for the CER, including appendices containing all recorded data, methodology, and supporting materials, and a summary of the report for inclusion into the CER.

TASK 21: GENERAL OBLIGATIONS

This task applies in full when the Contractor is asked to provide "standard engineering design" (i.e., Contractor assumes lead designer role) and it applies as appropriate when Contractor is asked to contribute to SFPUC designs (i.e., SFPUC assumes lead designer role). All documents generated by the Contractor as part of the SEP BDFP will be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). 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.

A City led design team may perform a portion of the design work. The Contractor who has the lead designer role, will coordinate with the City Design Manager and City design team to produce a coordinated package.

Based on the overall CEQA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for, a red-lined copy shall be submitted showing checker comments as proof of QA/QC adherence. The following descriptions indicate the content of those interim design submittals to be presented to the SFPUC.

A. 35% Design

Following acceptance of the CER, Contractor will produce a 35% design progress set of construction contract documents (drawings and specification list) for the SEP BDFP.

SFPUC will prepare, customize, and coordinate Division 0 and 1 specifications. Contractor will provide input into the preparation of the Division 0 and 1 specifications.

Documents shall encompass the following:

- Definition of the facility that sufficiently identifies all major elements required, and the verification of feasibility of the design; and a list of permit requirements;
- Definition of construction contract packaging, if required;
- Preliminary horizontal (plans) and vertical alignments (sections) of the elements being designed; excavation and excavation/shoring support methods; methods of groundwater control, handling, and treatment; identification of any road relocations and traffic control; utility search;
- Provide a basemap drawing showing existing conditions and abandoned utilities/infrastructure based on a utility search, potholing work, and survey work;
- Coordination with City design team to establish location of near-surface and surface facilities associated with the elements being designed;
- Summary of design approach, and identification of design issues; outline of specifications;
- Drawings, in conformance with SFPUC standards, a preliminary construction schedule taking into account construction sequencing of major work elements; and a construction cost estimate. The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts;
- Preliminary drawing list and a specification list detailing the drawings and specification sections believed to be required in the 100% design package;
- A draft equipment list and equipment data sheets shall also be provided;
- Preliminary drawings, sketches and other information developed by the Contractor (Architect) for submission to the San Francisco Arts Commission for approval. Contractor will prepare any presentation materials necessary, and will be the lead presenter(s) with SFPUC staff to the San Francisco Arts Commission;
- Constructability analysis based on the 35% design contract documents;
- Technical information and other CEQA-related documents, needed for the project's environmental review per the direction of SFPUC's BEM. This effort may include meetings with BEM staff and their environmental Contractor; and

- Design drawings shall include at a minimum:
 - General site plan
 - Symbols, abbreviations, and standard legends
 - Process design criteria tabulation and process flow diagrams
 - Architectural plan and elevations
 - Civil site plans and typical civil details
 - Structural notes, plans, sections and details
 - Process mechanical plans, sections and details
 - Pipeline plans and profiles
 - Electrical plans, and single line diagrams
 - Process, instrumentation and control system diagrams.

Design elements will be frozen at the completion of the 35% design package. Only design refinements that do not impact schedule and budget will be addressed in subsequent design packages. Following completion of the 35% design package, any significant design changes that impact schedule and budget will go through the SFPUC change control/management procedure.

B. 65% Design

The 65% design documents shall address comments from the 35% design.

Documents shall encompass the following:

- Response to Comment Log documenting the 35% comments and corresponding response in the 65% Design;
- Integration of drawings and specifications with those produced by the City Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings;
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions;
- Updated detailed construction cost estimates and construction schedule;
- Updated drawing list and a specification list detailing the drawings and specification sections believed to be required in the 100% design package;
- The 35% draft equipment list and equipment data sheets shall also be updated to reflect the design refinements made in the 65% design package. Include a preliminary list of material and equipment to be pre-purchased;
- Drawings, sketches and other information, developed by the Contractor (Architect) for submission to the San Francisco Arts Commission for approval. Contractor will prepare any presentation materials necessary, and will be the lead presenter(s) with SFPUC staff to the San Francisco Arts Commission;
- Constructability analysis based on the 65% design contract documents;
- Technical information and other CEQA-related documents, needed for the project's environmental review per the direction of SFPUC's Bureau of Environmental Management. This effort may include meetings with BEM staff and their environmental Contractor; and
- Design drawings shall include at a minimum:
 - General site plan;
 - Symbols, abbreviations, and standard legends;
 - Process design criteria tabulation and process flow diagrams;

- Architectural plan and elevations;
- Hydraulic profiles;
- Demolition plans;
- Civil grading, paving and drainage plans for site;
- Civil yard piping plans;
- Civil site plans and typical civil details;
- Structural notes, plans, sections and details;
- Process mechanical plans, sections and details;
- Pipeline plans and profiles;
- Electrical plans, and single line diagrams;
- Process, instrumentation and control system diagrams; and
- Typical instrumentation details

C. 95% Design

The 95% design documents shall address comments from the 65% design.

Documents shall encompass the following:

- Response to Comment Log documenting the 65% comments and corresponding response in the 95% Design;
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC;
- Updated detailed construction cost estimates and construction schedule based on the 95% design contract documents. The construction schedule should clearly identify the system shutdown and operational constraint windows to be imposed as part of the contract;
- All drawings and specification sections necessary for a biddable construction document shall be provided;
- Updated drawing list and a specification section listing of those drawings/sections that have been submitted;
- Final constructability analysis;
- Updated equipment list and equipment data sheets shall also be provided. Include a final list of material and equipment to be pre-purchased and/or require long lead times for procurement;
- Contractor shall incorporate all mitigation measures identified in the CEQA documents into the design documents; and
- Completion of construction documents and packages for integration with contract plans/drawings and specifications produced by the SFPUC Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC contract preparation staff.

D. 100% Design

The 100% design documents shall address comments from the 95% design.

The 100% design documents shall include a complete biddable construction document.

Documents shall include the following:

- Response to Comment Log documenting the 95% comments and corresponding response in the 100% Design;
- Incorporation of final environmental mitigation measures;
- Finalized, stamped and signed plans and specifications inclusive of all comments generated by SFPUC contract preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA/QC audit;
- The 100% construction package shall be stamped and signed by a Professional Engineer licensed in the State of California. All structural drawings must be stamped and signed by a Structural Engineer (SE) licensed in the State of California;
- A detailed itemized final construction cost estimate for the construction;
- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services;
- Necessary permit applications supporting documents to SFPUC for review and acceptance prior to sending to the appropriate agency as required; and
- Submittals shall be compatible with the SFPUC standards to allow easy entry into the SFPUC Document Control System.

3. Performance Evaluation

Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC, at its sole discretion may 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. When 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.

SFPUC's Infrastructure Division Procedures Manual, Volume 4, Program and Project Management, Section 3: Contract Management, Procedure: PM 3.16, Consultant Services Performance Evaluation requires that a contract manager evaluate a consultant's performance on engineering, environmental and construction management projects and complete the Consultant Services Performance Evaluation Form (CSPE) during the contract term. A final end of year CSPE will be kept on file with the SFPUC for three years after contract completion. Completed end-of-contract CSPEs, including any consultant responses, will be forwarded to the evaluation panel for future RFPs, where a proposer identifies the evaluated project as a qualifying project reference under the RFP. If a proposer responding to a future RFP identifies an ongoing SFPUC project as a qualifying project reference (and the ongoing project complies with RFP reference requirements), SFPUC staff will forward the most recent annual CSPE for the qualifying project, if any, to the RFP evaluation panel. (Include if contract is engineering design, environmental analysis services and construction management).

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: Carolyn Chiu

6. Standard Care for Design Professional Services

Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

Appendix B Calculation of Charges

Contractor's billing rates are attached hereto as Appendix B-1 Fee Schedule Form, for the requested tasks in the Overhead and Profit Schedule for Phase 1 dated May 30, 2013, incorporated herein by reference. An OPS for Phase 2 will be developed at the initiation of Phase 2, when the Contractor's roles and responsibilities are confirmed, and will be incorporated herein by reference.

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

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. 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 \$250 per hour, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

2. Personnel Changes

a. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance and in writing by the SFPUC Project Manager. Acceptable categories of 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.
- The proposed substitution of Key/Lead Team Members will be subject to the following rule in addition to other applicable requirements set forth in the Agreement. Application of the following rule presumes that the City determines that the proposed substitute Key/Lead Team Member ("Substitute Key/Lead Team Member") is qualified to perform the applicable services.

Rule: If the existing/outgoing Key/Lead Team Member ("Outgoing Key/Lead Team Member"), after leaving that key/lead position, will remain employed by or associated with the same firm, then the Outgoing Key/Lead Team Member must continue to work on the project in collaboration with the Substitute Key/Lead Team Member for a two-month transition period. During this two-month transition period, Contractor shall ensure that the Outgoing Key/Lead Team Member devotes sufficient time to the transition to facilitate a smooth and seamless hand-off of responsibilities and duties to the Substitute Key/Lead Team Member. The Outgoing Key/Lead Team Member's time associated with such transition duties during the two-month transition

period **will not be billable to the City**. Contractor's failure to provide transition services as described above shall constitute a material breach of this Agreement.

The rule described above will not apply to a proposed substitution if (i) the Outgoing Key/Lead Team Member, after leaving the position, will no longer be employed by or associated with the same firm (e.g., the individual will leave the firm to work for a different firm); or (ii) there is good cause shown as determined by the City. If the rule does not apply, based on the exceptions described above, and the proposed Substitute Key/Lead Team Member is acceptable to the City, then Contractor may proceed with the substitution provided that it implements reasonable, good faith measures to mitigate the impacts of the transition to the project. Such measures will be subject to review and approval by the City. Costs associated with such mitigation measures will not be billable to or subject to reimbursement by the City.

b. All proposed supplemental and substitute personnel must meet all applicable qualification requirements established by the Agreement. The City shall have the sole right to determine whether proposed supplemental and substitute personnel meet applicable qualification requirements. The City will not unreasonably withhold approval of staff changes.

c. Contractor is hereby advised that the City will carefully review early-term requests by Contractor to substitute Key/Lead Team Members for any indications that Contractor, though its proposal, either knowingly or negligently represented that it would rely on specific personnel that it did not expect to furnish during contract performance. The City may find Contractor in material breach and default of this Agreement if the City determines that Contractor's proposal contained such misrepresentations, and such misrepresentations were relied on by the City and had a material effect on the evaluation of Contractor's proposal.

3. Effective Overhead and Profit Rate

The Effective Overhead and Profit Rate (EOPR) for CS-235 is **2.85**. 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 billing rates and EOPR may be negotiable during the Agreement and amendments, at the discretion of the City. 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 expenses shall be reasonable and actual but limited to Federal government per diem rates;
- Lodging expenses shall be reasonable and actual but limited to the US General Services Administration rates unless otherwise pre-approved in writing.
- Specialty printing (“specialty” as used herein shall mean large volume printing, color printing and digital media copies) and requires **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice;
- Direct costs associated with field investigations (such as but not limited to, supplies, equipment, analytical and vehicle costs);
- Costs and fees associated with project-related events and meetings (only with 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 Manager 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 travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, for travel from Contractor’s home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home or regional office labor charges or pass-throughs;
- 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 the project;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor markup and documentation

Subcontractor fees are: a) Subject to above restrictions; b) Subject to written pre-approval by the SFPUC Project Manager; c) Subcontractor administration markup is limited to five percent (5%) of Subconsultants' actual labor costs.

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

6. Left blank by agreement of the parties. (Retention)

7. Invoice Requirements

The SFPUC is automating its contracting and invoice payment processes with online software systems (SOLIS). The following processes are being automated: Contract Certification, Insurance Compliance, Task Order Certification, Timekeeping, Invoice Approval, and Invoice Payment. As part of its contracting obligations, the Contractor is required to 1) become an authorized user of these systems, 2) attend user training for these systems; and 3) utilize these systems for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as detailed in the SOLIS training or otherwise prescribed by the SFPUC.

8. Payment of Subcontractors

Pursuant to the Mayor's Executive Directive 12-01, dated December 18, 2012, the Contractor is required to include subcontractors' acceptable invoices in their monthly invoice submissions no later than 30-days after receipt of such invoices and contractors shall be required to pay subcontractors within 7 days after receipt of the payment made by the Department. The 3-day payment provision provided within Chapter 14B of the Administrative Code shall remain in full force and effect.

9. Prevailing Wages

a. The City's Labor Standards Enforcement Officer may determine that some of services to be performed by Contractor under this Agreement involve the performance of trade work covered by the provisions of Section 6.22(E) [Prevailing Wages] of the San Francisco Administrative Code (collectively, "Covered Services"). If the Labor Standards Enforcement Officer so determines, then the provisions of Section 6.22(E) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to Covered Services performed by Contractor and its subcontractors.

b. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the SFPUC Contract Administration Bureau, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor

agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

- As required by Section 6.22(E)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the general prevailing rate of wages determined as set forth herein.
 - As required by Section 6.22(E)(6) of the Administrative Code, Contractor shall keep or cause to be kept complete and accurate payroll records showing the name, place or residence, occupation, and per diem pay, of each person engaged in the execution of Covered Services, and every subcontractor who shall undertake the performance of any part of the Covered Services shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives.
 - The City will not process monthly progress payments which include payment for Covered Services until Contractor submits weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(E)(6) for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.
 - Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(E)(7) of the Administrative Code.
- c. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, to the City back wages due plus the penal sum of \$50 per day for each worker employed for each calendar day or portion thereof, while they shall be so employed in connection with Covered Services and paid less than the general prevailing rate of wages. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount

that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
AEW	Project Scientist	Aiosa, Steven	\$39.10	\$103.62	2.65	
	Project Administrator	Anselmo, Alexis	\$23.00	\$60.95		
	Project Scientist	Haffner, John	\$29.90	\$79.24		
	Project Clerk	Lai, Willis	\$18.00	\$47.70		
	Principal	Leung, Kenneth	\$80.00	\$212.00		
	Senior Scientist	Medley, James	\$42.80	\$113.42		
	Project Scientist	Musselman, Ryder	\$30.90	\$81.89		
	Project Manager/Senior Geologist	Young, Randall	\$48.50	\$128.53		
Alexander	Principal	Alexander, Ron	\$125.00	\$125.00	1.00	
Al Williams Consultancy	Project Manager	Pendergrass, Marsha	\$83.33	\$183.33	2.20	
	Principal-in-charge	Williams, Al	\$101.14	\$222.51		
AMEC	Tech professional	Allbut, Dave	\$28.24	\$87.54	3.10	
	Senior 2	Andresen, Josh	\$52.54	\$162.87		
	Admin 1	Carter, Sheri	\$21.64	\$67.08		
	Associate	Cox, Andy	\$62.89	\$194.96		
	Senior Associate	Crampton, Todd	\$83.92	\$198.15		
	Associate	de Wit, Mark	\$66.07	\$204.82		
	Senior Associate	Duffield, Jennifer	\$66.44	\$205.96		
	Principal	Egan, John	\$89.33	\$250.00		
	Technical Professional 1	Fitch, Nina	\$30.95	\$95.95		
	Principal	Gallardo, Susan	\$99.06	\$250.00		
	CAD Technician	Graul, Jim	\$40.96	\$126.98		
	Technical Professional 2	Greenstein, David	\$33.53	\$103.94		
	Senior 1	Hanzel-Durbin, Justin	\$37.33	\$115.72		
	Cad professional Senior 1	Hunt, Tom	\$37.79	\$117.15		
	Technical Professional	Li, Hui	\$39.30	\$121.83		
	Associate	Lieberman, Gary	\$54.24	\$168.14		
	Technical Professional 3	Murphy, Debra	\$42.71	\$132.40		
	Senior 1	Nanstad, David	\$44.82	\$138.94		
	Senior Associate	Raker, Sarah	\$61.56	\$190.84		
	Admin 3	Reyes, Claudia	\$32.14	\$99.63		
Principal	Szerdy, Frank	\$89.39	\$250.00			
Senior 2	Torrans, Jake	\$52.67	\$163.28			
Principal	Traubenik, Mike	\$88.00	\$250.00			
Senior 1	Walraven, Matt	\$32.13	\$99.60			
BAYCAT	Production Manager	Alfaro, Jose	\$24.04	\$82.94	3.45	
	Senior Producer	Dovas, Ariel	\$28.85	\$99.53		
	Studio Manager	Foster, Wyana	\$22.12	\$76.31		
	Art Director	Harrington, Tim	\$25.96	\$89.56		
	Intern	Intern (Varies)	\$10.55	\$36.40		
	Music Producer	Valerio, Jason	\$25.00	\$86.25		
	President & CEO	Wang, Villy	\$50.48	\$174.16		
The Baylis Group	Principal	Baylis, Jack	\$148.87	\$300.00	3.20	
	I&C Engineer	Babinger, Dave	\$51.50	\$160.58		
	Civil Engineer	Beesley-Campos, Kaitlyn	\$33.26	\$103.71		
	Alternative Delivery (Design-Build) Mgr	Bergen, John	\$83.01	\$250.00		
	I&C Engineer	Brashear, Vince	\$62.50	\$194.89		
	Energy Recovery - Senior Engineer	Buhrmaster, Dan	\$81.92	\$250.00		
	Civil Engineer	Carey, Christopher	\$33.64	\$104.91		
	Engineering Manager	Chow, Bruce	\$74.34	\$231.80		
	Project Delivery Officer	Clark, James	\$148.87	\$300.00		
	Civil Engineer	Dummer, Michael	\$34.59	\$107.86		
	Senior Engineer - QA/QC	Fiorucci, Randy	\$92.88	\$250.00		
	Senior Mechanical Engineer	Gass, Julie	\$56.66	\$176.67		
	Project Support	Gladden, Deanna	\$38.97	\$121.51		
	CAD Technician	Gutierrez, Alejandro	\$31.02	\$96.73		

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
Black & Veatch	Senior Biosolids Engineer	Hay, Jon	\$76.90	\$239.77	3.12	
	Start-up and Operations	Heaton, Mike	\$57.20	\$178.36		
	Senior Engineering Manager	Hendrick, John	\$84.66	\$250.00		
	QA/QC	Hesby, Jay	\$135.75	\$250.00		
	I&C Engineer	Hise, Jason	\$55.57	\$173.26		
	CAD Manager	Ho, Sylvia	\$58.95	\$183.80		
	Senior Biosolids Engineer	Hoener, Webster	\$68.13	\$212.44		
	Mechanical Engineer	Jayakumar, Madhavan	\$61.76	\$192.56		
	Civil Engineer	Kaessner, Rob	\$49.39	\$154.00		
	Senior I&C Engineer	Karim, Aziz	\$90.15	\$250.00		
	Electrical Engineer	Kindle, Chris	\$57.35	\$178.81		
	Engineering Manager	Kuhlmann, Kristi	\$57.63	\$179.68		
	Start-up and Operations	Long, Jorj	\$65.06	\$202.87		
	Electrical Engineer	Makinson, Warren	\$60.03	\$187.18		
	Project Support	Marinello, Kelly	\$34.52	\$107.63		
	Senior CAD Technician	Martins, Jerry	\$50.78	\$158.35		
	CAD Technician	McCarty, Susan	\$44.31	\$138.18		
	Mechanical Engineer	Mejia, Enrique	\$46.74	\$145.73		
	CAD Manager	Melton, Brian	\$44.05	\$137.37		
	Senior Biosolids Engineer	Moxham, Brad	\$76.37	\$238.13		
	Renewable Energy Engineer	Olson, Scott	\$71.88	\$224.14		
	Civil Engineer	Ratto, Valerie	\$49.36	\$153.90		
	B&V Project Manager	Reddy, Sanjay	\$91.07	\$250.00		
	Senior I&C Engineer	Roberts, Dave	\$102.61	\$250.00		
	Project Support	Ross, Kalli	\$34.20	\$106.62		
	Senior Mechanical Engineer	Rowan, James	\$82.38	\$250.00		
	CAD Technician	Santos, Chris	\$29.66	\$92.49		
	Senior Biosolids Process Engineer	Scanlan, Patricia	\$78.96	\$246.20		
	I&C Engineer	Smith, Dewey	\$70.23	\$218.99		
	Senior Design Manager	Stanton, Andrew	\$76.52	\$238.61		
	Civil Engineer	Tache, Mike	\$50.19	\$156.50		
	Senior Biosolids Engineer	Tattersall, John	\$79.02	\$246.39		
	CAD Technician	Tijero, Gerardo	\$41.01	\$127.86		
Senior Engineer - Odor Control	Van Durme, Gayle	\$72.72	\$226.74			
CAD Technician	Vizcarra, Rick	\$36.38	\$113.43			
Civil Engineer	Wallin, Jesse	\$45.04	\$140.45			
Biosolids Processes - Gas Mgmt	Welp, Jim	\$103.10	\$250.00			
Energy Recovery - Senior Engineer	Wilson, Mark	\$69.64	\$217.14			
Civil Engineer	Zusy, Katie	\$36.29	\$113.14			
	Project Delivery Assistant	Adkins, Una	\$31.51	\$96.31		
	Process Mechanical QA/QC	Anderson, Michael	\$74.04	\$226.31		
	Process Engineer	Banyai, Tim	\$74.04	\$226.30		
	Mechanical Engineer Lead	Bartlett, Jim	\$73.84	\$225.70		
	Alternative Delivery (Design-Build) Consultant	Bazarevitch, Sergio	\$91.62	\$250.00		
	Civil Engineer	Beggs, Rob	\$68.58	\$209.62		
	Senior Technologist	Bellows, Pete	\$83.09	\$250.00		
	Process Civil Engineer	Birmingham, Tom	\$65.08	\$198.94		
	Structural Designer	Blumenshine, Rod	\$32.96	\$100.75		
	QA/QC	Bonnici, Paul	\$70.60	\$215.80		
	Senior Project Delivery Assistant	Bowers, Susan	\$46.42	\$141.87		
	Senior Technologist	Bratby, John	\$77.67	\$237.42		
	Health and Safety	Bucha, Jim	\$74.28	\$227.06		
	Senior CAD Technician	Burke, Fred	\$47.94	\$146.52		
	Process Engineer	Burlingham, Fran	\$54.19	\$165.64		
	Civil Engineer	Calciano, Graham	\$55.70	\$170.25		
	Electrical Engineer	Campbell, Eric	\$69.05	\$180.49		
	Information Technology QA/QC	Chau, Les	\$75.32	\$230.24		

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
Brown and Caldwell	Process Civil Engineer	Chen, Jennifer	\$42.82	\$130.88	3.06	
	Structural Engineer	Chirayath, Sahadev	\$62.50	\$191.05		
	Senior Technical Reviewer	Chow, Grace	\$87.16	\$250.00		
	Senior Vice President	Cleveland, Chris	\$95.89	\$250.00		
	Civil Engineer	Couch, Ted	\$23.00	\$70.30		
	Electrical Engineer	Cox, Jacob	\$37.50	\$114.62		
	Biosolids Reuse	Crites, Ron	\$78.28	\$239.27		
	Process Civil Engineer	De Las Casas, Carla	\$49.53	\$151.39		
	Electrical QA/QC	Fordyce, James	\$81.23	\$248.29		
	Alternative Delivery	Gates, Stephen	\$116.38	\$250.00		
	Process Mechanical Engineer	Gellerman, Dennis	\$85.04	\$250.00		
	Cost Estimator	Goodburn, Dan	\$53.06	\$162.18		
	Conceptual Engineering	Hansen, Aren	\$48.98	\$149.71		
	Structural QA/QC	Harper, Scott	\$72.91	\$222.86		
	Conceptual Engineering	Henneman, Seppi	\$34.07	\$104.14		
	Electrical Engineer	Herrick, Karl	\$39.35	\$120.28		
	Project Delivery Assistant	Ingebrigtsen, Cara	\$35.79	\$109.40		
	Project Plan Development	Jacobs, Tom	\$96.56	\$250.00		
	Process Engineer	Jimenez, Jose	\$59.45	\$181.72		
	Senior Mechanical Engineer	Jones, Garr	\$85.18	\$250.00		
	Project Controls	Jones, Lori	\$79.55	\$243.15		
	Infrastructure Engineering	Kai, Kevin	\$57.64	\$176.18		
	Process Mechanical Engineer	Keaney, Jonathan	\$51.07	\$156.10		
	I&C Engineer	Kimball, Kelly	\$46.87	\$143.26		
	Mechanical Engineer	Klittich, Kenny	\$40.27	\$123.09		
	Biosolids Thickening	Krugel, Steve	\$96.45	\$250.00		
	Electrical Engineer Lead	Kumataka, Greg	\$70.30	\$214.88		
	Information Technology	Lencioni, Mark	\$61.90	\$189.21		
	CAD Technician	Lilly, Adam	\$32.19	\$98.39		
	Technical Editor	Linskens, Beth	\$48.78	\$149.10		
	Electical Engineer	Llave, Marvin	\$29.81	\$91.12		
	Civil Engineer	Maher, Mirko	\$51.37	\$157.02		
	Civil Engineer	Mattheson Watson, Julie	\$55.36	\$169.22		
	Senior Cost Estimator	Matthews, Bulch	\$67.04	\$204.92		
	Electrical Engineer	McComb, Rob	\$51.00	\$155.89		
	Odor Control Engineer	McEwen, Dave	\$63.43	\$193.88		
	Project Technical Assistant	McNamer, D'Anna	\$31.00	\$94.76		
	Process Engineer	Merlo, Rion	\$65.31	\$199.63		
	O&M Support	Muirhead, Woodie	\$77.30	\$236.28		
	Biosolids Predigestion	Newman, Gary	\$86.36	\$250.00		
	Process Engineer	Nojima, Allison	\$29.33	\$89.65		
	QA/QC	O'Malley, Denis	\$74.17	\$226.71		
	Process Civil Engineer	Oshiro, Kelsi	\$27.52	\$84.12		
	Senior Process Engineer	Parker, Denny	\$106.47	\$250.00		
	Mechanical Engineer	Parr, Scott	\$55.63	\$170.04		
	Project Delivery Officer	Patil, Jay	\$123.81	\$250.00		
	Public Education and Outreach	Paulson, Cindy	\$111.43	\$250.00		
	Project Delivery Assistant	Payton, Johnny	\$19.83	\$60.61		
	Civil Engineer	Peters, Chris	\$62.57	\$191.26		
	Senior Structural Engineer	Quiroz, Edgardo	\$76.76	\$234.63		
Senior Electrical Engineer	Rammell, Donna	\$68.03	\$207.94			
CAD Technician	Resop, Chris	\$32.19	\$98.39			
Project Delivery Assistant	Rincon, Joe	\$37.79	\$115.51			
Mechanical Engineer	Ross, Adam	\$58.54	\$178.94			
Electrical Engineer	Rossilion, Tom	\$50.97	\$155.80			
Biosolids Processes Lead	Schafer, Perry	\$94.49	\$287.52			
Energy Recovery Lead	Schettler, Jim	\$73.20	\$223.75			
Information Resources Mgr	Scott, Allen	\$81.96	\$250.00			
Constructability and Phasing	Settle, Norm	\$62.54	\$191.16			
Senior Illustrator	Sicora, Susan	\$40.36	\$123.37			
Detailed Design Lead	Slezak, Lloyd	\$85.03	\$259.31			
Operations Support	Smith, Al	\$48.95	\$149.62			

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
	Project Manager	Stigers, Tracy	\$94.35	\$238.39		
	I&C Engineer	Stively, Kevin	\$72.78	\$222.46		
	Senior CAD Technician	Sturges, Greg	\$50.88	\$155.52		
	Alternative Delivery	Tangora, Pat	\$81.62	\$249.48		
	Project Technical Assistant	Tanner, Deanna	\$28.05	\$85.73		
	CAD Technician	Tenbroek, Chad	\$29.22	\$89.32		
	Compliance Engineer	Trueblood, Don	\$68.34	\$208.89		
	Project Controls Analyst	Tschaplizki, David	\$29.16	\$89.13		
	Project Technical Assistant	Uresti, Iris	\$30.26	\$92.50		
	Asset Management	Urquhart, Tony	\$94.09	\$250.00		
	CAD Technician	Vo, Sang	\$40.57	\$124.01		
	Senior Process Engineer	Wahlberg, Eric	\$91.62	\$250.00		
	Senior Advisor	Warburton, Jack	\$113.30	\$250.00		
	Process Mechanical Engineer	Waterman, Neil	\$78.63	\$240.34		
	Electrical Engineer	Wentz, Don	\$54.75	\$167.35		
	Senior Electrical Engineer	White, Dave	\$68.87	\$210.51		
	Structural Engineer	Wilkins, Eric	\$36.93	\$112.88		
	Structural Designer	Williams, Barry	\$60.47	\$184.83		
	Process Mechanical Engineer	Wong, Joe	\$75.09	\$229.52		
	Engineer 2	Alexander, Kia	\$36.13	\$110.45		
	Project Technical Assistant	Barba, Bev	\$34.91	\$106.71		
	Process Engineer	Barber, Doug	\$50.46	\$154.24		
	Solids Drying Technologist	Bauer, Timothy	\$67.75	\$207.09		
	Electrical Engineer Technologist	Berklund, Rodney	\$60.96	\$186.34		
	Conceptual Engineering	Brandao, Daniella	\$62.15	\$189.98		
	Project Delivery Assistant	Brewster, Tiffany	\$22.21	\$67.88		
	Conceptual Engineering	Bundy, Summer	\$64.82	\$198.14		
	Structural Engineer	Burke, Chad	\$43.21	\$132.09		
	Biosolids Engineer	Burkhart, Michelle	\$63.70	\$194.72		
	Civil Engineer	Burns, Meabon	\$52.46	\$160.36		
	Technology Consultant	Burrows, Peter	\$104.08	\$250.00		
	Estimator/Project Controls	Butcher, Kevin	\$42.09	\$128.67		
	Estimator	Cavalleri, Nicholas	\$38.04	\$116.28		
	Lead Technician	Cave, David	\$46.83	\$143.15		
	Site Civil	Chelonis, Becky	\$40.59	\$124.06		
	Project Delivery Assistant	Clark, Zesty	\$20.58	\$62.91		
	Process-Chemical/Mechanical Technologist	Clegg, Kenneth	\$67.80	\$207.25		
	Engineer 1	Corona, Marilu	\$27.50	\$84.06		
	Odor Control Key/Lead	Cowden, Scott	\$66.72	\$203.94		
	CAD Technician	Davis, Kevin	\$45.63	\$139.47		
	Engineer 2	DCunha, Leswin	\$35.90	\$109.74		
	Instrument & Controls Engineer	De Glanville, Brian	\$65.18	\$199.22		
	Geotechnical Engineer	Dean, Jennifer	\$59.66	\$182.36		
	Electrical Engineer	Dehn, Jerry	\$84.61	\$250.00		
	Odor Control	Demith, Alex	\$29.05	\$88.81		
	QA/QC	Dennis, Susan	\$81.15	\$248.06		
	Project Delivery Assistant	Dickerson, Mary	\$27.88	\$85.23		
	Project Delivery Assistant	Donnerberg, Brenda	\$32.65	\$99.81		
	CAD Technician	Dunn, Mike	\$28.39	\$86.78		
	Odor Control	Easter, Chris	\$82.58	\$250.00		
	Process-Chemical/Mechanical Technologist	Edwards, Darren	\$61.15	\$186.92		
	Constructability and Phasing	Filbert, John	\$126.79	\$250.00		
	Geotechnical Engineer	Finney, Andrew	\$74.17	\$226.72		
	Instrument & Controls Engineer - Principal	Foley, Joseph	\$67.82	\$207.31		
	QA/QC - Surveying	Fox, Bill	\$81.86	\$250.00		
	Instrument & Controls Engineer	Francis, Ben	\$57.19	\$174.81		
	Design Management	Frankenfield, Rich	\$69.76	\$213.23		

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
CH2M HILL	Project Delivery Assistant	Freeman, Janis	\$30.89	\$94.42	3.06	
	Biosolids Engineer	Garbely, Dan	\$50.07	\$153.05		
	Civil Engineer	Gazaway, Connie	\$71.20	\$217.64		
	Technical Editor	Gibbs, Kathryn	\$29.42	\$89.94		
	Structural Engineering Key/Lead	Goodson, Mary	\$92.55	\$282.89		
	CEQA/Environmental Compliance	Gorham, James	\$70.60	\$215.80		
	Facilities Planning Lead	Green, Dave	\$85.85	\$262.42		
	Process-Chemical/Mechanical Engineer	Griebel, Kristen	\$50.22	\$153.50		
	Technical Editor	Hall, John	\$44.83	\$137.02		
	Geotechnical Engineer	Harris, Dean	\$68.13	\$208.24		
	Technical Editor	Hisaka, Carol	\$28.91	\$88.36		
	Document Designer	Hobson, Aimee	\$34.13	\$104.32		
	I&C Technologist	Hoyle, Julian	\$92.85	\$283.81		
	Graphic Designer	Hunt, Laura	\$36.51	\$111.61		
	Mechanical Engineer	Hussain, Syed	\$44.00	\$134.50		
	QA/QC	Iverson, Mike	\$97.89	\$250.00		
	Corrosion Engineer Technologist	Jackson, Rod	\$84.85	\$250.00		
	CAD Technician	Johnson, Derek	\$35.80	\$109.42		
	Risk Management	Johnson, Mark	\$89.30	\$250.00		
	Civil Engineer	Junkert, Jason	\$62.72	\$191.70		
	Engineer 1	Klibert, Corey	\$31.88	\$97.45		
	Mechanical Engineer	Krumsick, Jason	\$49.64	\$151.72		
	Wastewater Engineer	Kumar, Vijay	\$101.72	\$250.00		
	Technical Editor	Larson, Lyn	\$32.61	\$99.68		
	Estimator	Lawson, Bob	\$67.79	\$207.22		
	CAD Technician	Loring, Jan	\$44.64	\$136.44		
	CAD Technician	MacDonald, Chuck	\$48.81	\$149.21		
	Public Education	Macpherson, Linda	\$73.91	\$225.91		
	Geotechnical Engineer	Mah-Hing, Greg	\$88.38	\$250.00		
	Estimator	Merideth, Donald	\$50.23	\$153.53		
	Project Delivery Assistant	Mikowski, Karen	\$36.35	\$111.11		
	Corrosion Engineer	Nicholson, Earl	\$36.50	\$111.58		
	Dewatering Technologist	Oerke, David	\$80.18	\$245.09		
	CEQA/Environmental Compliance	Oppell, Scott	\$76.27	\$233.13		
	I&C Technologist	Pearson, Wayne	\$87.20	\$250.00		
	System Integration	Perciavelli, Pete	\$104.38	\$250.00		
	Specifications Processor	Perrine, Cheryl	\$28.62	\$87.49		
	Site Civil	Peterson, Daniel	\$65.52	\$200.26		
	CAD Technician	Pope, Kevin	\$32.94	\$100.68		
	Principal Corrosion Engineer	Price, Tom	\$103.82	\$250.00		
Alternative Delivery	Pyle, Rich	\$101.51	\$250.00			
Structural Engineer Technologist	Randall, Mark	\$70.02	\$214.04			
Process Engineer	Reina, Jenny	\$56.47	\$172.62			
Mechanical Engineer	Reistad, Brett	\$53.58	\$163.79			
Project Technical Assistant	Rheem, Cindil	\$40.05	\$4.00			
Mechanical Engineer 4	Riess, Mike	\$55.35	\$169.17			
Process-Chemical/Mechanical Technologist	Rippon, Dana	\$86.89	\$250.00			
Civil Engineer	Romero, Ben	\$71.80	\$219.46			
Geotechnical Engineer	Rosidi, Dario	\$84.36	\$250.00			
Condition Assessment	Rosinski, Kathy	\$59.74	\$182.59			
Condition Assessment	Ryan, John	\$85.18	\$250.00			
Geotechnical Engineer	Rybel, Vincent	\$85.80	\$250.00			
Principal Technologist	Sandino, Julian	\$96.44	\$250.00			
Conceptual Engineering	Sathyanarayan, Priya	\$63.63	\$194.51			
Electrical Engineer Technologist	Searl Mac Rostie, Morgan	\$60.37	\$184.53			
Process-Chemical/Mechanical Technologist	Simonds, John	\$62.75	\$191.80			
Biosolids QC	Smith, Jim	\$77.09	\$235.63			

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
	Chartering	Speicher, Dan	\$74.20	\$226.80		
	Project Delivery Assistant	Stapley, Amy	\$24.81	\$75.83		
	Electrical Engineer	Vollmers, William (Kurt)	\$54.05	\$165.20		
	Conceptual Engineering	Waite, Brian	\$61.71	\$188.61		
	Senior Process Engineer	Whitlock, Dru	\$68.50	\$209.38		
	Odor Control	Witherspoon, Jay	\$112.66	\$250.00		
	I&C Technologist	Wood, Lionel	\$66.81	\$204.21		
	Geotechnical Engineer	Worthen, Diana	\$38.05	\$116.32		
	Civil Engineer	Wright, Ben	\$59.44	\$181.68		
	Conceptual Engineering	Wu, Melissa	\$36.26	\$110.82		
	Conceptual Engineering	Zhang, Miaomiao	\$53.22	\$162.68		
	Cordoba	CADD	Doung, Trag	\$19.34		
Principal Planner (Traffic Impact Analysis)		Higley, Catherine	\$101.96	\$250.00		
CADD		Huante, Victor	\$31.62	\$86.64		
Graphics		Joe McTague	\$47.68	\$130.64		
CADD and Graphics Manager		Mincio, Rebecca	\$65.00	\$178.10		
Principal Engineer - Traffic and Roadway		Ramirez, Roberto	\$80.90	\$221.67		
Planner		Sahakian, Andre	\$23.08	\$63.24		
Senior Planner		Stanke, Brian	\$39.00	\$106.86		
Designer	Villa, Joe	\$59.16	\$162.10			
DegenKolb	Project Accountant	Agregado, Carina	\$34.58	\$110.66	3.20	
	Principal	Ballantyne, Don	\$67.74	\$216.77		
	Administration Services	Bertino, Rosa	\$34.58	\$110.66		
	Design Engineer	Bindrich, Bryan	\$45.31	\$144.99		
	Senior Principal	Bonneville, David	\$86.93	\$250.00		
	Associate Principal	DiBarnaba, Brian	\$62.94	\$201.41		
	Designer	Jacobsen, Erica	\$40.22	\$128.70		
	IS Administrator	Karcher, John	\$34.58	\$110.66		
	Project Engineer	Kayir, Hulya	\$51.22	\$163.90		
	Design Engineer	Kim, Insung	\$45.31	\$144.99		
	Associate Principal	Leuenberger, John	\$62.94	\$201.41		
	Senior CAD Specialist	Marisigan, Miguel	\$38.94	\$124.61		
	Principal	Parra, Roger	\$75.25	\$240.80		
	IS Administrator	Reyes, Phil	\$34.58	\$110.66		
	Librarian	Schoek, Natalia	\$34.58	\$110.66		
	Project CAD Specialist	Snider, Eric	\$31.19	\$99.81		
Administration Services	Walters, Blanka	\$34.58	\$110.66			
Designer	Weyl, Laura	\$40.22	\$128.70			
Gestalt	Partner	Homan, Randall	\$65.00	\$97.50	1.50	
	Partner	Homan, Thaddeus	\$65.00	\$97.50		
Grubbs	Principal	Grubbs, Chris	\$175.00	\$175.00	1.00	
GTC	Project Engr	Agnew, Dustin	\$47.25	\$118.13	2.50	
	Principal/Lead Geotech Engr	Neelakantan, Neel	\$101.20	\$253.00		
	Senior Geotech Engr	Ng, Si Yan (Nick)	\$60.00	\$150.00		
	Senior Geologist	Patterson, Aurie	\$51.75	\$129.38		
	Associate/Senior Geotech Engr	Petersen, Mark	\$95.00	\$237.50		
	Project Controls	Sastry, Jaya	\$31.85	\$79.63		
	Associate/Senior Geotech Engr	Selbold, Joseph	\$67.66	\$169.15		
	Staff Geologist	Simpson, Megan	\$45.00	\$112.50		
	Associate/Senior Geotech Engr	Srinivas, Mohan	\$85.00	\$212.50		
	Project Assistant	Telson, Tanya	\$22.00	\$55.00		
	Lead Geologist/Hydrogeologist	Thurber, James	\$76.47	\$191.18		
	Seismic Specialist	Vahdani, Shahriar	\$100.00	\$250.00		
Associate/Senior Geotech Engr	van Hoff, Deron	\$75.00	\$187.50			

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
Hood	Principal Designer	Hood, Walter	\$132.21	\$250.00	2.00	
	Junior Designer	Khandagle, Gitanjali	\$37.02	\$74.04		
	Project Manager	Mollette Parks, Timothy	\$52.88	\$105.76		
	Senior Designer	Patwa, Shavang	\$52.88	\$105.76		
Hydroconsult	Principal II	Goldstein, Beth	\$68.99	\$191.79	2.78	
	Senior Technical Support	McLachlan, Erin	\$42.44	\$117.98		
	Engineer	Opila, Mary Cate	\$52.74	\$146.62		
	Principal I	Phanartzis, Chris	\$79.00	\$219.62		
	Junior Engineer	Roubos, Jeff	\$44.69	\$124.24		

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
Katz and Associates	Strategic Communications Support / SFPUC Program Supervisor	Greenwood, Esperanza	\$55.76	\$158.36	2.84	
	On-site Outreach Project Manager	Jaimes, Daniel	\$34.62	\$98.32		
	Communications and Public Outreach Task Leader	Katz, Sara	\$96.75	\$250.00		
	Strategic Communications Support / Facilitation Outreach Project Support	Michaelson, Lewis Powell, Emily	\$69.71 \$31.69	\$197.98 \$90.00		
Meridian	Technician/CAD operator	Carver, Brian	\$31.61	\$97.47	2.90	
	Field Chief (Prevailing wage)	Field Chief (Prevailing wage)	\$67.85	\$196.77		
	Field Rodman (Prevailing wage)	Field Rodman (Prevailing wage)	\$61.69	\$178.90		
	Project Manager	Foley, Nathan	\$41.00	\$118.90		
	Lead/Lead Engineer/Surveyor	Gray, Steve	\$113.30	\$325.00		
	Project Surveyor	Klein, Steve	\$41.60	\$120.64		
	Office/Project Accounting	Kvam, Kuet	\$29.56	\$85.72		
	Technician/CAD operator	Maffia, Anthony	\$33.61	\$97.47		
	Project Supervisor	Rochelle, Keri	\$41.60	\$120.64		
Technician/CAD operator	Rochelle, Peter Christopher	\$33.61	\$97.47			
Junior Engineer/Surveyor	Thomas, Emily	\$33.61	\$97.47			
Junior Engineer/Surveyor	Ward, Eric	\$22.45	\$65.11			
MWA	Project Architect	Chin, Frank	\$42.40	\$138.94	3.28	
	Designer	Malhotra, Sanjeev	\$38.46	\$126.03		
	Project Manager	Robley, Greg	\$43.00	\$140.91		
	Tech	Rodriguez, Florencio	\$21.63	\$70.88		
	QA/QC	Tusing, Jeff	\$46.16	\$151.27		
	Tech	Twu, Alfred	\$21.63	\$70.88		
	Principal in Charge	Willis, Michael	\$58.07	\$190.30		
Saylor	Value Engineer	Kritscher, Mike	\$63.15	\$159.14	2.52	
	Principal Estimator/Value Engineer	Saylor, Brad	\$68.67	\$173.05		
	Managing/Senior Cost Estimator	Slight, Ian	\$64.90	\$163.55		
	Senior Cost Estimator	Smud, Aaron	\$63.22	\$159.31		
SRT	Staff Engineer	Adams, Jessica K.	\$39.50	\$106.65	2.70	
	Staff Engineer	Adams-Weber, Jessica	\$42.50	\$114.75		
	Principal Engineer	Benjamini, Avi	\$75.00	\$202.50		
	Project Engineer	Fidelin, Jeff	\$48.50	\$130.95		
	Principal Engineer	Monahan, Tim	\$75.00	\$202.50		
	Technician	Newkirk, Brandon	\$25.00	\$67.50		
	Senior Engineer	Pezzino, Lisa	\$50.00	\$135.00		
	Principal Engineer	Schlater, Nelson	\$75.00	\$202.50		
Principal	Yurovsky, Tanya	\$85.00	\$229.50			
Structus	CAD Technician	Alejandria, Emilio	\$38.00	\$107.92	2.84	
	Sr. Principal	Chang, Fu-Lien (Henry)	\$88.85	\$250.00		
	Principal	Chappell, Donald	\$72.00	\$204.48		
	Designer	Chiu, Jasmine	\$32.00	\$90.88		
	Engineer	Ho, Kenneth	\$40.00	\$113.60		
	Sr. Associate	Jeing, Dr. J.C.	\$65.00	\$184.60		
	Project Engineer	Surjana, Burhan	\$47.00	\$133.48		
Vibro-Acoustics	Project Technician	Balani, Aditya	\$29.81	\$95.39	3.20	
	Project Technician	Bayat, Ahmad	\$90.92	\$250.00		
	Project Manager	Davis, Byron	\$73.51	\$235.23		

**CS-235: Planning & Engineering Services, SEP Biosolids Digester Facilities
Brown and Caldwell**

FEE SCHEDULE APPENDIX B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Base Rate (\$/hour) [D]	Billing Rate (\$/hour) [E]	Firm's Project Multiplier [F]	Estimated Participation Per HRC Form 2A (% of Contract) [G]
	Project Engineer	Rynberg, Tyler	\$49.65	\$158.88		

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 13-0086

WHEREAS, The existing digester and solids handling facilities at the Southeast Water Pollution Control Plant (SEP) represent technology developed in the 1940's and are currently operating well beyond their useful lives. They are not designed to withstand the maximum credible design earthquake. The Wastewater Enterprise recently has had to dedicate significant resources to repairing the existing digester and solids handling processes to keep them in operation and maintain regulatory compliance. With SEP receiving 80% of the City's wastewater/stormwater flows, the failure of the digestion and/or solids handling processes would be catastrophic. The City's ability to treat wastewater would be compromised, resulting in severe public health, safety, regulatory, and environmental impacts. Thus, the SFPUC authorized staff to initiate planning and engineering analysis for the proposed improvements to the Southeast Plant Biosolids Digester facilities; and

WHEREAS, Because it is necessary to procure the services of qualified wastewater engineering team to provide specialized wastewater and biosolids treatment planning and engineering services to supplement SFPUC staff, the SFPUC advertised a Request for Proposals (RFP) for the Wastewater Enterprise, Sewer System Improvement Program-funded Agreement No. CS-235, Southeast Plant Biosolids Digester Facilities Project (BDFP) on April 1, 2013; and

WHEREAS, The estimated cost of services is not to exceed \$80,000,000 and services are anticipated to begin in August 2013 and end in August 2023, and the duration of this agreement is not to exceed 10 years; and

WHEREAS, The proposal was advertised on April 1, 2013; and

WHEREAS, SFPUC received a sole proposal from Brown and Caldwell in response to the Request for Proposals; and

WHEREAS, SFPUC staff and Contract Monitoring Division (CMD) has confirmed that Brown and Caldwell met the minimum qualifications and other pre-award requirements; and

WHEREAS, SFPUC staff determined that Brown and Caldwell is imminently qualified to perform the services identified in the RFP and further outreach, re-advertising or modifying the RFP would not change the outcome of receiving additional proposals and in fact may result in a detrimental effect to the proposed BDFP Project; and

WHEREAS, A Contract Monitoring Division (CMD) subconsulting goal of 10% was established for this project and Brown and Caldwell has committed to 14% Local Business Enterprise (LBE) participation (of the total value of services to be provided) 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

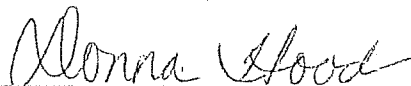
WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within 2 weeks of the date of the Commission award; failure of the bidder to obtain compliance certification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

WHEREAS, The RFP solicited services for two phases of work: Phase 1: Planning and Preliminary Engineering and Phase 2: Detailed Design, Procurement and Engineering Construction Support. Task orders and expenditures shall be limited to pre-construction planning and engineering services until such time as the Commission reviews and considers the environmental analysis for the proposed BDFP, determines whether or not to approve the proposed BDFP project, and makes appropriate findings, all in compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code. The Phase 2 work will be dependent on the construction implementation strategy and project delivery methods to be selected by the SFPUC in Phase 1. The treatment processes and the other elements of the proposed BDFP project are technically complex and interdependent, and must ultimately operate as an efficient system; therefore, it is essential that the planning and design be a single cohesive effort that addresses the entire project from planning through facility start-up, should the Commission approve the construction of the BDFP; and

WHEREAS, Funds for this agreement will be available at the time of award of the agreement from Project CWWSIPDP, Biosolids Digester Project, now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of Brown and Caldwell for the Wastewater Enterprise, Sewer System Improvement Program-funded Agreement No. CS-235, Southeast Plant Biosolids Digester Facilities Project, to provide planning and engineering services, and authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute a professional services agreement with Brown and Caldwell for an amount not-to-exceed \$80,000,000, and with a duration not-to-exceed 10 years, subject to Board of Supervisors approval, pursuant to Charter Section 9.118; provided, however, that task orders and expenditures shall be limited to pre-construction planning and engineering services until such time as the Commission reviews and considers the environmental analysis for the proposed BDFP, determines whether or not to approve the proposed BDFP project, and makes appropriate findings, all in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 28, 2013.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 17-0058

WHEREAS, On May 28, 2013, this Commission awarded Sewer System Improvement Program (SSIP)-funded Agreement No. CS-235, Planning and Engineering Services, Southeast Plant Biosolids Digester Facilities, 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 \$80,000,000 and with a term of 10 years (120 months), concluding on July 28, 2023, with Brown and Caldwell; and


WHEREAS, Amendment No. 1 is being requested for \$73,500,000 and with a time extension of 2.5 years (30 months), increasing the total not-to-exceed agreement amount to \$153,500,000 and extending the total agreement duration to 12.5 years (150 months), to December 31, 2025, in order to provide continued specialized engineering services for design completion, engineering support during construction, and facility start-up and commissioning; and

WHEREAS, The Contract Monitoring Division (CMD) established a subconsulting requirement of 10% Local Business Enterprise (LBE) participation for this agreement, and Brown and Caldwell has committed to 14% LBE participation, of the total value of services to be provided; and

WHEREAS, Funds for this agreement are available from Project No. CWWSIPDP-Biosolids Digester Project; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 1 to SSIP-funded Agreement No. CS-235, Planning and Engineering Services, Southeast Biosolids Digester Facilities with Brown and Caldwell, to provide continued engineering services for design completion, engineering support during construction and closeout, and facility start-up and commissioning; and authorizes the General Manager of the SFPUC to execute this amendment, increasing the agreement by \$73,500,000, for a total agreement amount of \$153,500,000, and with a time extension of 2.5 years (30 months), for a total agreement duration of 12.5 years (150 months), subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of March 28, 2017.



Secretary, Public Utilities Commission

1 [Agreement - Brown and Caldwell - Wastewater Enterprise Sewer System Improvement
2 Program - Not to Exceed \$80,000,000]

3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**
4 **Commission to execute an agreement with Brown and Caldwell for planning and**
5 **engineering services for the Wastewater Enterprise, Sewer System Improvement**
6 **Program-funded Agreement No. CS-235, Southeast Plant Biosolids Digester Facilities**
7 **Project with an agreement amount not to exceed \$80,000,000 and duration not to**
8 **exceed ten years.**

9
10 WHEREAS, The existing digester and solids handling facilities at the Southeast Water
11 Pollution Control Plant (SEP) represent technology developed in the 1940's and are currently
12 operating well beyond their useful lives. They are not designed to withstand the maximum
13 credible design earthquake. The Wastewater Enterprise recently has had to dedicate
14 significant resources to repairing the existing digester and solids handling processes to keep
15 them in operation and maintain regulatory compliance. With SEP receiving 80% of the City's
16 wastewater/stormwater flows, the failure of the digestion and/or solids handling processes
17 would be catastrophic. The City's ability to treat wastewater would be compromised, resulting
18 in severe public health, safety, regulatory, and environmental impacts. Thus, the SFPUC
19 authorized staff to initiate planning and engineering analysis for the proposed improvements
20 to the Southeast Plant Biosolids Digester facilities; and

21 WHEREAS, It is necessary to procure the services of qualified wastewater engineering
22 team to provide specialized wastewater and biosolids treatment planning and engineering
23 services to supplement SFPUC staff, the SFPUC advertised a Request for Proposals (RFP)
24 for the Wastewater Enterprise, Sewer System Improvement Program-funded Agreement No.
25 CS-235, Southeast Plant Biosolids Digester Facilities Project (BDFP) on April 1, 2013; and

1 WHEREAS, The estimated cost of services is not to exceed \$80,000,000 and services
2 are anticipated to begin in August 2013 and end no later than August 2023, and the duration
3 of this agreement is not to exceed 10 years; and

4 WHEREAS, The Request for Proposals was advertised on April 1, 2013; and

5 WHEREAS, SFPUC received a sole proposal from Brown and Caldwell in response to
6 the Request for Proposal; and

7 WHEREAS, SFPUC staff determined that Brown and Caldwell is imminently qualified to
8 perform the services identified in the RFP and further outreach, re-advertising or modifying the
9 RFP would not change the outcome of receiving additional proposals and in fact may result in
10 a detrimental effect to the proposed BDFP Project; and

11 WHEREAS, A Contract Monitoring Division (CMD) subconsulting goal of 10% was
12 established for this project and Brown and Caldwell has committed to 14% Local Business
13 Enterprise (LBE) participation (of the total value of services to be provided) for this agreement;
14 and,

15 WHEREAS, The RFP solicited services for two phases of work: Phase 1: Planning and
16 Preliminary Engineering and Phase 2: Detailed Design, Procurement and Engineering
17 Construction Support. Task orders and expenditures shall be limited to pre-construction
18 planning and engineering services until such time as the Commission reviews and considers
19 the environmental analysis for the proposed BDFP, determines whether or not to approve the
20 proposed BDFP project, and makes appropriate findings, all in compliance with the California
21 Environmental Quality Act (CEQA), the CEQA Guidelines, and Chapter 31 of the San
22 Francisco Administrative Code. The Phase 2 work will be dependent on the construction
23 implementation strategy and project delivery methods to be selected by the SFPUC in Phase
24 1. The treatment processes and the other elements of the proposed BDFP project are
25 technically complex and interdependent, and must ultimately operate as an efficient system;

1 therefore, it is essential that the planning and design be a single cohesive effort that
2 addresses the entire project from planning through facility start-up; and

3 WHEREAS, Funds for this agreement will be available at the time of award of the
4 agreement from Project CWWSIPDP, Biosolids Digester Project; and

5 WHEREAS, Charter Section 9.118(b) requires Board authorization, by resolution, of
6 contracts with a value in excess of ten million dollars or terms anticipated to exceed ten (10)
7 years; and

8 WHEREAS, On May 28, 2013, by Resolution No. 13-0086, the SFPUC approved the
9 selection of and authorized the General Manager of the SFPUC to negotiate and execute the
10 professional services agreement with a not-to-exceed amount of \$80,000,000 and a term not-
11 to-exceed ten years, subject to Board approval, under Charter Section 9.118, of Wastewater
12 Enterprise, Sewer System Improvement Program-funded Agreement No. CS-235, Southeast
13 Plan Biosolids Digester Facilities Project to Brown and Caldwell; provided, however, that task
14 orders and expenditures shall be limited to pre-construction planning and engineering
15 services until such time as the SFPUC and the Board of Supervisors review and consider the
16 final environmental analysis for the proposed BDFP, the SFPUC determines whether or not to
17 approve the proposed BDFP project and the Board of Supervisors and the Mayor determine
18 whether to appropriate funding for the proposed BDFP, and both the SFPUC and Board make
19 appropriate findings, all in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of
20 the San Francisco Administrative Code; now, therefore, be it

21 RESOLVED, That the Board of Supervisors authorizes the General Manager of the
22 SFPUC to enter into an agreement with Brown and Caldwell in substantially the form of
23 agreement on file with the Clerk of the Board of Supervisors in File No. 130589 in an amount
24 not to exceed \$80 million and a term not to exceed ten years commencing in 2013 and
25 concluding in 2023.



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 130589

Date Passed: July 16, 2013

Resolution authorizing the General Manager of the San Francisco Public Utilities Commission to execute an agreement with Brown and Caldwell for planning and engineering services for the Wastewater Enterprise, Sewer System Improvement Program-Funded Agreement No. CS-235, Southeast Plant Biosolids Digester Facilities Project with an agreement amount not to exceed \$80,000,000 and duration not to exceed 10 years.

July 10, 2013 Budget and Finance Sub-Committee - RECOMMENDED

July 16, 2013 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 130589

I hereby certify that the foregoing Resolution was ADOPTED on 7/16/2013 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

Date Approved



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

BOARD OF SUPERVISORS
 2017 MAR 31 PM 12:49

TO: Angela Calvillo, Clerk of the Board *AC*

FROM: John Scarpulla, SFPUC Policy and Government Affairs

DATE: March 31, 2017

SUBJECT: Planning and Engineering Services Agreement – Brown and Caldwell – New Southeast Plant Biosolids Digester Facilities – Not to Exceed \$153,500,000

Attached please find an original and one copy of a proposed resolution authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute Amendment No. 1 to Planning and Engineering Design Services Agreement No. CS-235 for specialized planning and engineering services for the proposed new Southeast Plant Biosolids Digester Facilities between the City and County of San Francisco and Brown and Caldwell, increasing the agreement by \$73,500,000 for a total amount not to exceed \$153,500,000 and with a time extension of two and one half years, for a total agreement duration of twelve and one half years from August 5, 2013, through December 31, 2025, pursuant to Charter, Section 9.118.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. SFPUC Resolution No. 13-0086
3. Board Resolution No. 243-13
4. Contract Award Letter and CS-235 Agreement
5. SFPUC Resolution No. 17-0058
6. Draft Amendment No. 1 to CS-235
7. Form SFEC-126

Please contact John Scarpulla at 415-934-5782 if you need any additional information on these items.

Edwin M. Lee
 Mayor

Francesca Vietor
 President

Anson Moran
 Vice President

Ann Moller Caen
 Commissioner

Vince Courtney
 Commissioner

Ike Kwon
 Commissioner

Harlan L. Kelly, Jr.
 General Manager



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: Brown and Caldwell

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.

Item 1: Brown and Caldwell Board of Directors

- Craig Goehring
- Richard D'Amato
- Sharon Stecker
- Lou Miramontes
- Russ Harrison
- Charles Reese

Item 2: Brown and Caldwell Executive Officers:

- CEO: Craig Goehring
- Director of Finance and Administration: Amy Fairbank
- President and COO: Richard D'Amato

Item 3: No person has an ownership of 20 percent or more in Brown and Caldwell

Item 4: Subcontractors:

- AEW Engineering, Inc.
- Alfred Williams Consultancy
- AMEC Environmental & Infrastructure, Inc.
- BAYCAT
- Black & Veatch Corporation
- CH2M
- Forell Elsesser
- Geotechnical Consultants, Inc.
- Gestalt Graphics
- HRA Consulting Engineers
- Katz & Associates
- MEI Architects
- MWA Architects
- OMNI Digital Imaging LLC
- Pacific Engineering & Construction
- R. Alexander Associates
- Saylor Consulting Group
- SRT Consultants
- Structus, Inc.
- Vibro-Acoustic

Item 5: None

Contractor address: Brown and Caldwell 201 N. Civic Drive, Suite 150 Walnut Creek, CA 94596	
Date that contract was approved: Pending	Amount of contract: Amendment = \$73,500,000 New total contract = \$153,500,000
Describe the nature of the contract that was approved: Amendment to Planning & Engineering Services Agreement No. CS-235.	
Comments:	

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 (Please print clearly.)	
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

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

