

**City and County of San Francisco
San Francisco Public Utilities Commission
San Francisco, California 94102**

**Agreement between the City and County of San Francisco and
McMillen Jacobs Associates Engineering Services for the
Lower Alemany Area Stormwater Improvements Project
PUC.PRO.0164**

This Agreement is made this 19th day of November, 2021, in the City and County of San Francisco (“City”), State of California, by and between McMillen Jacobs Associates, 49 Stevenson St, San Francisco, CA 94105 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department” or “SFPUC”) wishes to retain the services of a qualified contractor to provide planning and engineering services in support of the Lower Alemany Area Stormwater Improvement Project; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposal (“RFP”) issued on February 27, 2020, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise (“LBE”) subcontracting participation requirement for this solicitation was 10%; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number 44782-20/21 on March 15, 2021; and

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 21-0116 on July 27, 2021; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 “CMD” means the Contract Monitoring Division of the City.

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

1.5 “Contractor” or “Consultant” means McMillen Jacobs Associates, 49 Stevenson St, 3rd floor, San Francisco, CA 94105.

1.6 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on November 19, 2021 or (ii) the Effective Date and expire six (6) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has sole discretion to renew the Agreement for a period of three (3) years for a total Agreement duration of (9) years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; 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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **seven million five hundred thousand dollars and no pennies (\$7,500,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or

detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the City's Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

3.3.6 Getting paid by the City for goods and/or services.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Reserved. (Grant Funded Contracts.)

3.3.8 Subcontractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the

Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. Pursuant to Article V of Chapter 6 of the 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. 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.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). 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 any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, 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 Office of Labor Standards and Enforcement ("OLSE") 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.

3.6.3 Subcontract Requirements. 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 highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE 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. Steps and actions include but are not limited to requirements that: (i) the 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 other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. 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, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

3.7 Apprentices.

3.7.1 Contractor and its subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 10.20 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5 of the Labor Code) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

3.7.2 Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

3.7.3 Should Contractor fail to comply with the apprenticeship requirements of Labor Code Section 1777.5, Contractor shall be subject to the penalties prescribed in Labor Code Section 1777.7. The interpretation and enforcement of Labor Code Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the

appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.7.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

ARUP: Seismic/SSI & Hydraulics/CFD, Kennedy Jenks: Pipeline Engineering, AEW Engineering: Hazardous Materials Assessment (LBE), Divis Consulting: Geotechnical Investigation (LBE), Towill: Surveying, Associated Right of Way Services: Land Acquisition Support, The Thier Group: CEQA Support & Public Outreach (LBE), Independent Consultants: Gregg Korbin and Tom O'Rourke

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor 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, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. 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. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an

“Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

(e) Reserved. (Technology Errors and Omissions Coverage).

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance).

(h) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.2 Waiver of Subrogation Endorsements

(a) 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.

5.1.3 Primary Insurance Endorsements

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

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

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

5.1.4 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

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

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

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance 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.

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

5.2 Indemnification and Defense Obligations For Design Professionals.

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

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

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

5.2.4 **Severability Clause Specific to Indemnification and/or Defense Obligations.** To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT

SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to 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 may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) 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.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

(d) 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.

8.1.4 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 listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor’s final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City’s payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
-----	--------------------------	-------	---------------------------------

4.5	Assignment	10.13	Reserved(Working with Minors)
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief 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 (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Reserved.(Grant Funded Contracts – Disallowance)	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this

Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

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

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

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the

enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements.**

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 10.118% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any

Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of 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 <http://sfgov.org/olse/fco>. 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.

10.14.2 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved. (Public Access to Nonprofit Records and Meetings.)

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Distribution of Beverages and Water.)

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

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Preservative Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Article 11 General Provisions

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

To City: Johanna Wong, P.E., Manager, Engineering Management Bureau, 525
Golden Gate Ave. San Francisco, CA, jiwong@sfgwater.org

To Contractor: Glenn Boyce, PhD, PE, 49 Stevenson Street, San Francisco, CA 94105, boyce@mcmjac.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and 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).

11.6 Dispute Resolution Procedure.

11.6.1 Reserved. (Negotiation; Alternative Dispute Resolution)

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

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

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

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, “Modification of this Agreement.”

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

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

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

11.13 **Order of Precedence.** Contractor 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 April 15, 2020. The RFP and Contractor’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor’s proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Contractor’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Contractor’s proposal, and Contractor’s printed terms, respectively.

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

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to City’s proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (“PCI”) Requirements.)

13.3 Reserved. (Business Associate Agreement.)

13.4 Management of City Data and Confidential Information

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

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

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

Article 14 MacBride And Signature

14.1 **MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

CONTRACTOR

DocuSigned by:
Dennis J. Herrera
6619F304C40A4DA...
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

DocuSigned by:
John Kaplin
F79F7D4BEC004A8...
John Kaplin, CEG, CCM
Principal
Vice President, CA Regional Manager

City Supplier Number: 0000037873

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Tyson Arbuthnot
806936117B564DF...
Tyson Arbuthnot
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

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

1. Project Management
2. Conceptual Engineering Report
3. Engineering Design
4. Environmental and Real Estate Permits & Agreements Support (Optional)
5. Technology Transfer/Cross Training
6. Communication and Public Outreach (Optional)
7. Bid Phase Services
8. Engineering Support Services During Construction
9. As-Needed Design Services (Optional)
10. Social Impact Partnership

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. All references to “Sections” within Appendix A refer to Sections of the RFP.

Task 1. Project Management

1.1 Management and Coordination

Overall project coordination will be provided for informing project participants of progress, technical issues, and planned activities and events. Project participants include SFPUC staff in project management, engineering, planning and public outreach; independent experts; and other parties such as public agencies, affected property owners, contractors, and other consultants. For scheduling of planning and design phase activities include three weeks for SFPUC review of each Contractor deliverable, unless otherwise noted. Perform coordination activities described below.

1.1.1 Based on the Work Approach (Section 5.2.5), the Tasks (Section 5.2.6) and the Overhead and Profit Schedule (Section 5.2.11) submitted with the proposal, prepare Draft Project Management Plan & Draft Engineering Work Plan within three (3) weeks following NTP for review and acceptance by the SFPUC. City will have three (3) weeks to return comments and Contractor will have one (1) week to incorporate the comments. The Final Project Management Plan & Final Engineering Work Plan, including any updates or revisions, shall be submitted including all applicable comments within seven (7) weeks of the NTP. The Work Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan should include the following information:

- (a) Project Team organization and responsibility including all contact information for key team members;
- (b) Contractor’s Contract administration procedures;

- (c) Cost and schedule control procedures;
 - (d) List of tasks and corresponding staff and budget;
 - (e) Detailed Critical Path Method (CPM) schedule of tasks, milestones and deliverable due dates;
 - (f) Quality Assurance/Quality Control procedures, including but not limited to: procedures for reviewing, distributing, checking, tracking, controlling, and documentation of all work; procedures for resolution of review comments;
 - (g) File management and coordination guidelines to allow integration with project team members within SFPUC, consultant firms, agencies and others; and
 - (h) Detailed change control procedures to be in place no later than the 35% design level to track and control changes during design development particularly those impacting the project schedule and construction cost estimate. Schedule and construction cost impacts shall be identified and communicated to the SFPUC in a timely fashion.
- 1.1.2 Prepare for and conduct project kick-off meeting to review tasks, milestones, roles, and communication and coordination processes. Management & Engineering Work Plan will be discussed during orientation meeting.
- 1.1.3 Prepare for and attend coordination bi-weekly progress meetings until delivery of the final design package. Assume two (2) hours per meeting between SFPUC staff and two (2) senior project staff from the Contractor.
- 1.1.4 Prepare and make presentations to or lead a workshop for, the SFPUC of the design and cost estimate at the Conceptual Engineering Report (CER), 35%, 65%, 95% , and 100% deliverable milestones. Each workshop shall be half day and shall be coordinated between the Contractor and SFPUC. Provide a copy of meeting minutes documenting key decisions and action items. SFPUC will consider alternative means of communications and coordination such as project web sites, email, or other methods to enhance efficiency of information dissemination, decision-making, documentation, and coordination. However, key presenters must be present at workshops. The Contractor may be required to lead these workshops.
- 1.1.5 Aid SFPUC in preparing for and presenting to Technical Steering Committee (TSC), Management Oversight Committee (MOC), Technical Advisory Panel (TAP), and/or other internal approval milestone meetings at the CER, 35%, 65%, 95%, and 100% deliverable milestones. Contractor shall not include costs to pay TAP members for work on this Project. Provide a copy of meeting minutes documenting key decisions and action items.
- 1.1.6 Coordinate, document and disseminate responses to review comments on reports, memoranda, project documents and other work products.
- 1.1.7 Submit monthly progress reports, with highlights of work achievements during the past month, and work planned and important milestones for the upcoming month. Also, for each task provide: (1) suggested updates to schedule (for discussion); (2)

estimate of actual (not based on budget) percent complete; and (3) summary of current expenditures (man-hours, expenditure, and percent of task budget expended). The report shall identify decisions, and any issues or scope changes that may affect overall cost and/or schedule of design and/or construction.

- 1.1.8 Maintain project files including all plans, reports, correspondence, calculations, review comments received on deliverables with corresponding responses, and other documents pertaining to the design. A fully collated, organized, indexed set of copies shall be transferred to the SFPUC within 20 working days of the 100% design completion, including copies (stamped hard copies and digital) of documents already passed to SFPUC during the assignment. Digital copies shall be kept on the SFPUC's SharePoint site. All documents shall be fully checked and signed off in accordance with the Quality Assurance and Quality Control (QA/QC) procedures.

1.2 Quality Assurance/Quality Control

- 1.2.1 Prepare QA Plan - The Contractor shall prepare and submit a Draft QA Plan within four (4) weeks following NTP, for review and acceptance by the City. The Final QA Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QA Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - (a) Ensuring all work complies with applicable codes and standards and industry practices;
 - (b) Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives.
- 1.2.2 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 City. Established QA procedures, to be employed by all team members, shall address the use of quality assurance 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 the planning and design with subconsultants and City personnel.
- 1.2.3 Prepare QC Plan - The Contractor shall prepare and submit a Draft QC Plan within four (4) weeks following NTP, for review and acceptance by the City. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the

SFPUC Infrastructure QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:

- (a) Operational techniques and individual activities that focus on controlling or regulating the 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.
- (b) Procedures for reviewing, distributing, checking, backchecking, tracking, controlling, and cataloguing all documents;
- (c) Procedures for resolving review comments; and
- (d) Procedures for coordinating with the City project team and any independent Technical Advisory Panel and Value Engineering Panel, with input and direction from City staff.

1.2.4 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 City. 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.

Deliverables:

- Draft Project Management Plan and Engineering Work Plan, ten (10) hard copies and one copy in digital format, within three (3) weeks from NTP.
- Updates to, Revisions to, and Final Project Management Plan and Engineering Work Plan, ten (10) hard copies and one (1) copy in digital format, within seven (7) weeks from NTP.
- Meeting minutes for project meetings and workshops, one (1) copy in digital format.
- Presentation material for Technical Steering Committee (TSC), Management Oversight Committee (MOC), and/or other internal approval milestone meetings.
- Monthly Progress Reports, one (1) copy in digital format, within five (5) working days after the end of each month, complying with SFPUC staff addition, invoicing and progress payment procedures.
- Monthly invoices, three (3) hard copies, in accordance with City requirements.
- Project correspondence, calculations, and other project records, one (1) hard copy and one (1) digital copy within twenty (20) working days of the 100% design completion.
- Responses to review comments, one (1) copy in digital format.
- Draft QA/QC Plan, ten (10) hard copies and one (1) copy in digital format, within four (4) weeks from NTP.
- Final QA/QC Plan, ten (10) hard copies and one (1) copy in digital format, within three (3) weeks from receipt of City comments.

Task 2. Conceptual Engineering Report**2.1 Review and Validation of Alternative Analysis Report**

- 2.1.1 Review all background information and Alternative Analysis Report.
- 2.1.2 Contractor shall validate the proposed design concept in AAR, confirm the proposed design concept as the most feasible alternative and identify any data gaps that must be completed during the CER Phase in a technical memorandum.

2.2 Utilities Investigation

- 2.2.1 Visit site to verify existing field conditions.
- 2.2.2 Obtain information on location of existing and proposed utilities and facilities, as needed for preparation of tunnel/auxiliary sewer facilities background/contract drawings for construction bidding, by performing potholing work as needed to verify location of utilities and facilities that may conflict with tunnel/auxiliary sewer facilities. All underground critical utility information identified through potholing work shall be recorded on a utility composite plan and on appropriate drawings. The utility search and conflict resolution shall be coordinated with the applicable agencies and owners through the City and shall generally be in accordance with American Society of Civil Engineers (ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). The selected Contractor shall provide design for any required relocation of utilities or facilities. Re-evaluate proposed concept and configurations based on any new utility findings, taking into account previous hydraulic analysis, to verify satisfactory performance.
- 2.2.3 Coordinate with local agencies, private owners and utilities through City representatives for surveying and utility location work. Aid SFPUC in obtaining access and/or environmental permits required for field work required to accomplish task 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.

2.3 Geotechnical & Environmental Investigation

Define and implement a geotechnical and environmental investigation program to determine required design parameters and to assess ground and groundwater conditions for the Project to the extent necessary to reduce uncertainty to a level that is sufficient for design. Contractor to provide proposed delivery schedule for all deliverables. The program shall take into account any previous work and investigations to determine the number of tests and samples required before commencing the work. The geotechnical and environmental investigation program for the Project, including City/other agencies right-of-way (ROW), shall include, but not be limited to, the items listed in this Section.

- 2.3.1 Site exploration including, but not limited to, all necessary drilling and sampling boreholes and rock cores, test pits, cone penetration tests, sampling for soil and groundwater corrosivity tests, sampling for presence of hazardous materials in soil,

rock, and groundwater, and installation of groundwater observation wells. Site services shall also include in-situ testing and monitoring including, but not limited to, all necessary groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, downhole logging, hydraulic conductivity testing, and disposal of spoils.

2.3.2 Laboratory testing including, but not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil, rock, and groundwater handling and disposal requirements and to assess the nature and extent of hazardous gases.

2.4 Site Characterization, Seismicity and SSI

2.4.1 Define and implement, with the City's input, a site characterization program to determine required design parameters. Contractor to provide proposed delivery schedule for all deliverables. The program shall take into account any previous work and investigations before commencing the work.

2.4.2 Site exploration including, but not limited to seismic refraction survey. Site services shall also include in-situ testing and monitoring.

2.4.3 Laboratory testing including, but not limited to, material gradation and strength, index property testing.

2.4.4 Assessment of seismic engineering properties including in-situ downhole or cross-hole testing as required. Task shall also include using multi-methods to derive soil strength profiles to satisfy any soil-structure interaction (SSI) numerical modeling requirements for Project, providing site-specific measurements of V_s and V_p (soil shear and P-wave velocities) for any required SSI analysis for Project, and deeper borings to rock to get required information for any SSI analysis for Project.

2.4.5 Perform required SSI analysis for the selected alternative (i.e. for the tunnel, cut-and-cover elements and permanent structure).

2.5 Hydraulic Analysis

Perform hydraulic modeling of Project to evaluate hydraulic performance of the Project. Modeling shall include tunnel element, connection points, and all appropriate infrastructure within appropriate modeling boundaries. Model runs shall include SFPUC's LOS storm.

2.6 Summary Report on Hazardous Material Mitigation.

The report shall identify potential hazardous material impacts and the respective mitigation measures in the operation to mitigate soil, rock, and groundwater contamination and remediation at contaminated sites where the tunnel may pass through.

2.7 Risk Assessment.

Contractor shall identify areas of the project that carry risk during design and construction and conduct workshops at CER phase for Project. Contractor shall identify and quantify probabilities and consequences of these risks and determine appropriate mitigation measures. A risk register documenting these risks shall be prepared in the CER phase.

2.8 Conceptual Engineering Report

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

Contractor will provide a draft and final Hydraulic Analysis Reports to show the hydraulic profile throughout the alignment. The reports will be included as part of the CER to establish a 10% design level. The reports shall discuss current and future operations, hydraulic design parameters, facility sizing, etc. It shall also provide a comprehensive hydraulic and transient analysis including a simulation model.

This task shall also include the review of relevant project documents. At a minimum, the Contractor shall review the following:

- Lower Alemany Area Stormwater Improvement Project –Alternatives Analysis Report (AAR)
- General Location Map
- SFPUC General Seismic Requirements
- SFPUC Infrastructure Division Project Design Procedures
- Relevant record drawings of the Alemany Boulevard Storm Drain Project
- Relevant record drawings of Islais Creek Transport/Storage Facilities Projects
- Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from SFDBI, SFPUC and SFPW libraries, as well as from other public/private projects/entities.
- Record drawings for other facilities located in close proximity to this project, including but not limited to Caltrans, PG&E, Communications, Cable, etc.
- General Plan, Zoning, Community Plan, and other applicable plans and environmental documents.

Additional materials suggested for review include, but are not limited to, surveying data; aerial photos; topographic maps; ROW maps; design and as-built drawings related to the existing facilities; and information related to environmental studies. After completing the review of all background information, the Contractor shall verify the feasibility of the proposed design concept in AAR and identify any data gaps that must be completed during CER phase.

Deliverables:

- A Conceptual Engineering Report for the recommended alternatives in the AAR should address:
 - Project history, purpose, and summary.
 - Basis of Design (Design Objectives, Preliminary design criteria).
 - Verification of selected AAR alternative
 - Description of the selected alternative and the proposed project elements and anticipated construction method and phasing that will be utilized.
 - Hydraulic modeling results.

- Utilities investigation/potholing data, summarizing the results of utility and facility location work, including record information on utilities and facilities that may conflict with the tunnel/auxiliary sewer facilities, identifying and recording existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel/auxiliary sewer facilities construction or may impact the completed tunnel/auxiliary sewer facilities.
- Geotechnical Requirements.
- Traffic Impact.
- Design criteria.
- System Operations: descriptions and O&M strategies.
- ROW Considerations (temporary and permanent).
- Environmental Considerations.
- Anticipated Regulatory Requirements.
- SSI analysis
- Identification of key interfaces with existing facilities or other projects.
- Project schedule.
- Construction and O&M cost estimates (AACE Class 4 estimate accuracy).
- Construction delivery method/contracting plan.
- Risk assessment.
- Draft specifications section list.
- 10% level design drawings including utilities composite plan
- Draft Review and Validation of the AAR, ten (10) hard copies and one (1) copy in digital format, within four (4) weeks from NTP.
- Final Review and Validation of the AAR, ten (10) hard copies and one (1) copy in digital format, within two (2) weeks from receipt of City comments.
- Draft and Final Site Characterization Work Plan: The plan shall describe the site characterization program. The plan shall describe the needs for the analyses and design for the various structures and how the corresponding field and laboratory information will provide the input for those needs. 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 SFPUC prior to proceeding with the program work. Provide ten (10) hard copies and one (1) electronic copy of draft and final plans.
- Draft and Final Seismicity Report: The report shall document site specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction, lateral spreading, and any other possible ground failure modes; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on any lining; equivalent linear and nonlinear site response analysis (SRA); and risk assessment related to ability of tunnel facility to remain operational after design-level seismic event. Provide ten (10) hard copies and one (1) electronic copy of draft and final reports.
- Draft and Final Geotechnical & Hazardous Materials Investigation Work Plan: The plan shall describe the supplemental geotechnical and hazardous materials investigation

program. The plan shall describe the needs for the analyses and design for the various structures and how the corresponding field and laboratory information will provide the input for those needs. 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. Environmental review, studies, and investigations include and are not limited to studying and summarizing files on past environmental and groundwater investigations, and environmental and geotechnical records of Department of Toxic Substances Control and other regulatory agencies. This work plan shall be reviewed and accepted by the SFPUC prior to proceeding with the program work.

Provide ten (10) hard copies and one (1) electronic copy of draft and final plans.

- Draft and Final Geotechnical and Hazardous Materials Investigation Data Report (GDR): The report shall provide factual data and information obtained from the geotechnical and hazmat investigation efforts. Provide ten (10) hard copies and one (1) electronic copy of draft report. Provide ten (1) hard copies and one (1) electronic copy of final report.
- Draft and Final Geotechnical Interpretive Report (GIR) and/or Geotechnical Design Memorandum (GDM): This report shall 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; tunnel/auxiliary facilities stress/strain calculations including impact on tunnel and associated infrastructure; and risk assessment related to ability of tunnel and facilities to remain operational after a design-level seismic event. Furthermore, geotechnical recommendations shall be provided for design of Project, including tunnels, shafts, cut-and-cover sewer work, shallow and deep foundations, excavation compaction, grading and sub-grade preparation. Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final GIR. Submit draft with submittal of draft CER, and construction cost estimates.
- Detailed SSI Analysis Plan based on the understanding of the structure and site conditions, subject to review and approval by the City. The plan shall include a description of software tools to be used, such as PLAXIS, FLAC or LS-DYNA. Provide ten (10) hard copies and one (1) electronic copy of the SSI Analysis Plan.
- Draft and Final SSI Report: The report shall summarize the soil-structure interaction analysis plan, which should be submitted for approval prior to commencing SSI work; the rationale for the proposed analysis procedure, necessary background information, software tools to be used such as PLAXIS, FLAC or LS-DYNA, and the analysis results. Provide ten (10) hard copies and one (1) electronic copy of draft and final reports.
- Draft and Final Hazardous Materials Assessment, including Environmental Site Assessment Phase I and II: This assessment report shall provide estimated locations of soils and groundwater containing hazardous constituents. The report shall provide information for developing methods and locating sites for handling, treatment, storage and disposal of excavated materials. The report shall be used for design of materials management on the project, including preparation of contract specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated soils and groundwater. The report shall provide information on the presence of hazardous gases and materials. Provide ten (10) hard copies and one (1) electronic copy of draft and final assessment report.

- Draft and Final CEQA Checklist. Provide five (5) hard copies and one (1) electronic version of the Draft and Final CEQA Checklist

Task 3. Engineering Design

The following are the responsibilities of the Contractor under this task:

3.1 Advanced Hydraulic Numerical Analysis

3.1.1 Perform computational flow dynamic (CFD) modeling of Project to evaluate any occurrences of surface bores and other surge-related phenomena that can potentially occur due to rapid filling of the tunnel and other hydraulically connected infrastructure in the project vicinity. Additionally, the CFD modeling will evaluate system air flow, including transient air surge and requirements for venting. Based on the findings, CFD modeling may be used for the sizing of drop structures, tunnel shafts and venting structures. Modeling shall include tunnel element, connection points, and all appropriate infrastructure within appropriate modeling boundaries. Model runs shall include SFPUC's LOS storm.

3.2 Design Services

3.2.1 Establish design criteria and provide engineering design, environmental mitigation, contract documents, and cost estimates for a complete detail design construction advertising package for tunnel/auxiliary facilities including tunnel shafts, shoring, tunnel, liner pipeline, waterproofing, temporary sewer facilities required to build project without affecting current operations, all connections between temporary shaft and tunnel, and all connections between permanent structures and tunnel. Perform as-needed utilities and geotechnical investigation. Design under this task also includes necessary soil stabilization methods (i.e. jet grouting) to existing surface facilities (i.e. US 101), trench support, pile cutting, vibration and settlement monitoring criteria contract language for Project. Prepare work products including design reports, contract plans, specifications, cost estimates, and construction schedules. The tunnel/auxiliary design is to be developed to meet the seismic provisions as per SFPUC General Seismic Requirements and per direction of SFPUC. Evaluate constructability of the recommended diameter based on the conditions of the proposed alignment.

3.2.2 Preliminary and final design reports by the end of the 35% and 95% Design Phase; respectively. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports will include, but not be limited to: design criteria, tunnel alignment, shaft locations, drop type, muck disposal, tunnel and shaft groundwater control and disposal, tunnel and shaft construction methods, initial tunnel support, type of liner pipeline (including its durability), waterproofing, ancillary facilities, operation and

maintenance issues related to design (including tunnel dewatering), independent assessment of ability of tunnel design to meet seismic provisions, construction traffic impacts, power and other utility requirements, access road alignments, staging area requirements, instrumentation plans, design calculations, internal hydraulic pressure information provided by SFPUC, constructability, corrosion protection, construction cost estimates, and construction schedules. Detailed evaluation of potential impact on adjacent structures should also be included and the use of empirical and numerical analysis tools that will be used for the evaluation will be described.

3.2.3 Plans and Specifications for all tunnel/auxiliary facilities at approximately 35%, 65%, 95% and 100% levels of completion. Plans and specifications shall be prepared in a format as specified by City. For each submittal, provide written responses to City review comments and incorporate appropriate changes to plans and specifications based on review comments. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Work with City staff to complete preparation of Special Provisions, and Divisions 0 and 1 of the project specifications including, but not limited to, providing technical project requirements, schedule requirements and constraints, hazmat mitigation specifications, and incorporating all applicable environmental mitigation requirements. Contract drawings shall be in a format as specified by City.

3.2.4 Work with City staff to complete preparation of Special Provisions, and Division 0 and 1 of the project specifications, as they pertain to hazardous materials including, but not limited to, providing technical project requirements, schedule requirements and constraints, and mitigation specifications. Contract drawings shall be in a format as designated by the City.

3.2.5 Construction cost estimates (based on City’s latest format) at 35%, 65%, 95% and 100% levels of design completion as defined by the Advancement of Cost Estimating International (ACEI) shall be completed. The 35% cost estimate submittal shall be a Class 3. The 65% cost estimate submittal shall be a Class 2 estimate. The 95% cost estimate submittal shall be a Class 1 estimate. The 100% cost estimate shall be a Class 1 estimate. Additionally, construction schedules (in latest SFPUC standard software) at 35%, 65% and 95% levels of design completion shall be provided which shows major milestones and activities. The schedule shall be a reasonable representation of an average contractor’s plan of operation to complete the work. The schedule shall utilize the precedence diagramming method of network analysis and show a single critical path. The schedule and network diagram shall include, but not limited to, the following activities:

- Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with Acquisition of key permits
- Major equipment procurement

- Major submittal review activities with at least two review cycles at two weeks to review and two weeks to resubmit
- Construction work activities
- Milestones and scheduling constraints
- Allow time for the contractor's equipment start-up and testing, material fabrication, mobilization, closeout, and demobilization.
- Required coordination activities by City-resources
- Other activities that a contractor would perform

The schedule shall clearly show predecessors and successors, start/finish dates based on an SFPUC-determined "notice-to-proceed" date. It shall also show City holidays and other non-work days (i.e. anticipated moratoriums, special events, etc.).

On a separate document, each activity shall be cross-referenced with a narrative description. Each activity shall also be referenced to an estimated cost and the resources used. The narrative shall describe the work in the activity and explain/justify the estimated cost, resources, and duration.

3.2.6 Technical Memorandum on Mechanized Excavation and Shoring Systems to evaluate mechanized excavation and shoring methods and determine their feasibility and suitability for Project. Contractor shall provide recommendations as to the types of construction methods that will be allowed and excluded for the Project. The memorandum shall also address any need for soil stabilization and the extent of site vibration and settlement monitoring.

3.2.7 Summary Report on Hazardous Material Mitigation. The report shall identify potential hazardous material impacts and the respective mitigation measures in the operation to mitigate soil, rock, and groundwater contamination and remediation at contaminated sites where the tunnel may pass through.

3.2.8 Risk Assessment. Contractor shall identify areas of the design that carry risk during construction and conduct workshops at 35% and 95% design for Project. Contractor shall identify and quantify probabilities and consequences of these risks and determine appropriate mitigation measures. A risk register documenting these risks shall be updated at 35%, 65% and 95% design phases.

3.2.9 Surveying. Contractor shall perform all surveys (field and aerial) necessary for the Project, base maps drawings, and the design of the project. Contractor shall provide cross-sections where pertinent within the limits described. Topography shall include, but not be limited to, all features within the right-of-way or further if necessary for information pertaining to the project. The topography shall extend a minimum of two hundred feet (250') beyond the existing and future curb returns at all intersections and include driveways, aprons, ADA ramps, signs, fences, retaining walls, trees (diameter at 5' above ground) drip lines, shrub outlines, planters, poles, parking meters, signs, walls, medians, existing sewer manholes, (top of cone and rim elevations), any other horizontal and vertical features, and other data included in the

survey to be suitable to contribute to detailed design of the improvements. The topographic survey shall be submitted electronically, and a hard copy plot provided, using AutoCAD Civil 3D 2018. Survey points with coordinates, elevations, and description key shall be AutoCAD Civil 3D 2018 Standard Survey Descriptions only, no other survey description will be allowed. The data shall be submitted in ASCII format electronically with a hard copy print out provided. Additionally, legal descriptions will be provided for the proposed alignment, temporary (construction) easements, sub-surface easements, and final easements.

City staff and independent third-party reviewers will perform review of work products. For review comments provided by City, maintain a spreadsheet with responses indicating how the comments were addressed.

Deliverables:

- Design Reports: Provide ten (10) hard copies of preliminary and final design reports, and one (1) electronic version. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports, include, but are not limited to: design criteria, alignment, shaft locations, muck disposal, groundwater control and disposal, construction methods, initial tunnel support, final lining, utilities and facilities coordination, staging area, ancillary facilities and other operation and maintenance.
- Design Criteria Report: Provide ten (10) hard copies of preliminary and final design criteria reports per SFPUC Design Procedures PD2.04.
- Plans and Specifications: Provide plans and specifications for all design elements that the Contractor is responsible for at approximately 35%, 65%, 95% and 100% levels of completion. Plans and specifications shall be prepared in compliance with standard City procedures following the CSI Master Format. For each submittal, provide written responses to City review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Contractor. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Provide thirty (30)-half size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy for plans. Provide one (1) electronic copy of the 100% submittal in both Adobe Acrobat .pdf and native formats. Electronic copy shall include full size drawings set for stamp & signatures in Autodesk “.dwg“ format, and contract specifications in Microsoft Word “.docx” format.
- Provide construction cost estimates at 35%, 65%, 95% and 100% levels of design completion.
- Provide construction schedules at 35%, 65% and 95% levels of design completion, showing major milestones and activities.
- Draft and Final Technical Memoranda on Mechanized Excavation and Shoring: Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final memoranda.
- Draft and Final Geotechnical Baseline Report (GBR): Prepare geotechnical reports in accordance with the American Society of Civil Engineers (ASCE) document entitled “Geotechnical Baseline Reports for Underground Construction” dated 2007 or most recent edition. This report is to provide baseline information to be used in preparation of construction bids. Provide ten (10) hard copies and one (1) electronic copy of draft and final

GBR. Submit draft with submittal of 65% plans, specifications and construction cost estimates.

- Risk Workshop and Draft and Final Risk Assessment Register Technical Memorandum and Matrix Table: Conduct two (2) one-day workshops to review risks with key stakeholders at 35% and 95% design for Project. Provide ten (10) hardcopies and one (1) electronic copy of draft and final technical memorandum and matrix table. Risk register and matrix table shall be updated by 35%, 65% and 95% design phases. This document is subject to review, comment, and revisions by City Staff and a Construction Management consultant.
- Surveying: Electronic and stamped copy of topographic surveys, ground survey data, legal descriptions and relevant information.

Task 4. Environmental and Real Estate Permits & Agreements Support (Optional)

Obtain access or environmental permits required for fieldwork. Obtain or assist in obtaining permits and approvals necessary for project implementation, including land acquisition. Contractor to complete and process permit applications, and provide technical support as needed to secure permits. Fieldwork permits will require compliance with State and Federal Endangered Species Act and the National Historic Preservation Act, Section 106 and the California Environmental Quality Act (CEQA.) Fieldwork shall be performed in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines published by the SFPUC Land and Resource Management Section.

This task also includes incorporating mitigation measures into the design documents to mitigate impacts to affected property owners and agencies and assisting SFPUC to securing agreements with the affected parties prior to construction bidding phase.

Deliverables:

Copies of all approved permits and approvals timely obtained by Contractor
Consultant shall not commence work on this optional task without prior written authorization from the SFPUC.

Task 5. Technology Transfer/Cross Training

- 5.1 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 during the Design Phase, potential training topics may include but not be limited to the following: tunnel safety, maintenance and rehabilitation strategies for tunnels, construction management of tunnel projects, pipeline fault crossing design, retrofitting of portals and pipelines for seismic hazards, geotechnical considerations related to rock or mixed soil tunnel design, tunnel lining design, tunneling methodology and shaft construction, alternative tunnel portal designs.
- 5.2 Services to be provided under this task include preparing, coordinating and providing training sessions, both in the field and in the office. These training sessions (field visits

and in-office seminars at SFPUC Headquarters) shall be independent of the other workshops held for this project, other services provided for other tasks, and any marketing efforts by the Contractor. Sessions shall be technical in nature, tailored to the specific audience, non-branded, and shall make efficient use of materials developed under other tasks in this scope of services.

Deliverables:

- Training materials and presentations

Task 6. Communication and Public Outreach (Optional)

6.1 Provide assistance for public participation and public outreach activities (three [3] public meetings) in support of the detailed design of the Lower Alemany Area Stormwater Improvement Project. These include, but are not limited to the following types of activities:

- Assistance with collateral material. Assist City staff in creating illustrative displays, videos, and other collateral material for distribution and to support public meetings as related to the design work being performed.
- Public Presentations. Attend and present at public forums about the Lower Alemany Area Stormwater Improvement Project specific to the tunneling engineering and hazmat aspects of this project.
- Assist SFPUC with tunneling contractor outreach.
- Other outreach services as needed.

Such communication and public outreach activities include evening and/or weekend community meetings.

Consultant shall not commence work on this optional task without prior written authorization from the SFPUC.

Task 7. Bid Phase Services

7.1 Provide engineering support services during the bidding period, including: attending and making a presentation at a pre-bid conference, responding to questions as directed by the SFPUC Project Manager, taking notes on questions that may arise, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting SFPUC in the analysis and evaluation of bids, and reviewing product substitutions.

Deliverables:

- Written responses to bidder inquiries.
- Addenda to contract drawings and specifications. Provide written addenda and related drawing revisions. Written addenda shall be in Microsoft “.docx” format and drawing revisions shall be in Adobe “.pdf” format, Autodesk “.dwg” format and signed and

stamped paper copy. Transmission of electronic files shall be by SharePoint or other method acceptable to SFPUC, and no information shall be transmitted to bidders without SFPUC consent.

Task 8. Engineering Support Services During Construction

8.1 Provide engineering support to SFPUC during construction phase. This includes but is not limited to the following:

- Review and provide written responses to shop drawings, submittals, RFI's, change orders and substitution requests from the Contractor through the City.
- Assist Construction Management staff in responding to or negotiating claims and change orders.
- Review and assist Construction Management staff to enforce Contractor's environmental work plan/submittal to ensure intended mitigations are in place.
- Review and assist Construction Management staff to enforce tunneling and temporary shoring work plan submittal to ensure intended mitigations are in place.
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and SFPUC offices (as needed).
- Identify construction phase items requiring presence of engineer in the field and coordinate with Project Engineer.
- Provide field engineering support to Construction Management during construction.
- As-needed redesign or new designs.

Task 9. As-Needed Design Services (Optional)

Provide as-needed design services for the project, including, but not limited to:

- Additional engineering analysis

Consultant shall not commence work on this optional task without prior written authorization from the SFPUC. Note that the "not-to-exceed" Agreement value specified for this project includes the budget allowance for this optional task.

Task 10. Social Impact Partnership (SIP)

1) *Terms and Conditions*

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

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

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

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

2) *Project Team*

Kush Chohan shall serve as the Executive in Charge to manage the Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Social Impact Partnership Coordinator, Jennifer Craig, to organize, plan, track, measure, and report on Contractor's SIP Commitments. The Executive in Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

3) *Social Impact Partnership Commitments*

Contractor shall provide \$ 75,000 in direct financial contributions, \$59,700 in volunteer hours, and \$3,500 in in-kind contributions. Contractor commits to a minimum contribution of \$138,200 over the term of this Agreement as stated in the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

					(B)	(C)	(D)	(E)	(F)
Social Impact Partnership Priority Area (choose from above)	Description of Social Impact Partnership Program Area or Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized and cannot be changed)	Total Value of Volunteer Hours (B x C)	In-Kind Contributions	Total Contributions (A + D + E)
Education	STEM Education Partnership, with a Portola, Bernal Heights, or Bayview Focus	Educate teachers to incorporate additional STEM and environmental education modules into curriculum Educate high school students about STEM subjects Inspire a future skilled workforce of tradespeople, scientists, and engineers	Ongoing for the duration of the contract	\$65,000	120 Hrs	\$150/hr	\$18,000	\$1,500	\$84,500
Workforce Development (Job Exposure and Internships)	STEM Career Exposure Partnership	Partner with local nonprofit The ARC SF to help remove barriers to adults seeking employment Provide on-the-job training and career development opportunities to adults seeking employment Develop a skilled and diverse local workforce of tradespeople, scientists, and engineers		\$0.00	208 Hrs	\$150/hr	\$31,200	\$1,000	\$32,200
To Be Determined (TBD)	To Be Determined (TBD)	To Be Determined for Flexibility (TBD)		\$10,000	70 Hrs	\$150/hr	\$10,500	\$1,000	\$21,500
TOTAL				\$75,000	398 Hrs		\$59,700	\$3,500	\$138,200

4) *Accountability and Deliverables*

Contractor shall provide a description of the accountability methods to ensure that the proposed SIP activities will be delivered in a transparent and accountable manner. The contractor shall provide reports and supporting documentation consistent with the reporting requirements detailed below to establish fulfillment of the SIP commitments.

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

a) Social Impact Partnership Plan and Timeline

- Contractor shall develop a Social Impact Partnership Plan within three (3) months of issuance of the first NTP. The Social Impact Partnership Plan will provide details regarding community partnerships, expenditures, a schedule, and timelines related to the SIP Submittal.
- Contractor is invited to meet once a year thereafter or as needed with the SFPUC Social Impact Partnership Team during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

b) Social Impact Partnership Commitments and Reporting

- Contractor shall deliver the proposed SIP Commitments specified in the SIP Submittal and the Social Impact Partnership Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the Social Impact Partnership Team.
- Contractor must submit progress reports at least biannually during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the commitments are completed during the term of the contract). The progress reports must identify activities and detail the outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the biannual progress reports, Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated thereto were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). Contractor must submit progress reports by the last business day of the month following the previous six-month reporting period.
- Contractor shall submit the reports noted above and any other documents necessary so that they can be presented to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SFPUC

Commission and all interested stakeholders to evaluate and measure the efficacy of Contractor's SIP Commitments. Contractor shall be prepared to publicly present and transparently report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of Contractor's SIP Commitments.

- Contractor shall also submit an annual newsletter documenting the culmination of their SIP Commitments, beneficiaries, and outcomes for the year.

5) *Statements of Understanding*

Contractor acknowledges that they agree with the following statements:

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

Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's Social Impact Partnership Proposal dated April 15, 2020, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Social Impact Partnership Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. *All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.*

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

3. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the Engineering Management Bureau(EMB) will be Johanna Wong, P.E., Manager.

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

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

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

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

7. Standard of Care for Design Professionals. 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

As part of Contractor's proposal dated April 15, 2020, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

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

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

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates will be fixed for the first year of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the effective start date as indicated in the original Notice of Contract Award letter. 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. Any proposed changes to project personnel or staff classification as listed in Appendix B-1 must be approved in advance of any work commencing on the project and in writing by the SFPUC Project Manager. These personnel changes may include but are not limited to:

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

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

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0164 is 2.73. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (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.

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

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

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities;
- Contractor personnel relocation costs;

- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

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

6. Subcontractor Fees:

- Subject to the restrictions in this Section 4;
- Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

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

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

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

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

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

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

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

Appendix B-1
Fee Schedule

PRO.0164 Engineering Services for the Lower Alemany Area Stormwater Improvements Project
Overhead and Profit Schedule Submitted by McMillen Jacobs Associates

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm = [G]*[I]	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]
1	Project Management	QA/QC Manager - Principal	Renee	Fippin	McMillen Jacobs Associates	480	\$95.17	\$45,682	3.19	\$250.00	\$120,000
		Project Manager - Principal	Glenn	Boyce	McMillen Jacobs Associates	480	\$103.22	\$49,546	3.19	\$250.00	\$120,000
		Lead Geotechnical Engineer - Principal	Norm	Joyal	McMillen Jacobs Associates	120	\$89.44	\$10,733	3.19	\$250.00	\$30,000
		Geotechnical Investigation - Associate	Kush	Chohan	McMillen Jacobs Associates	260	\$64.62	\$16,801	3.19	\$206.14	\$53,596
		Lead Tunnel Engineer - Senior Associate	Tom	Pennington	McMillen Jacobs Associates	280	\$93.02	\$26,046	3.19	\$250.00	\$70,000
		Lead Structural Engineer - Principal	Keith	Abey	McMillen Jacobs Associates	120	\$105.41	\$12,649	3.19	\$250.00	\$30,000
		Scheduling/Project Controls	Jody	Mott	McMillen Jacobs Associates	600	\$42.65	\$25,590	3.19	\$136.05	\$81,632
TASK 1 TOTAL						2,340	-	\$187,046	-	-	\$505,228
2	Conceptual Engineering (Excluding Task 2.3)	QA/QC Manager - Principal	Renee	Fippin	McMillen Jacobs Associates	120	\$95.17	\$11,420	3.19	\$250.00	\$30,000
		Project Manager - Principal	Glenn	Boyce	McMillen Jacobs Associates	300	\$103.22	\$30,966	3.19	\$250.00	\$75,000
		Lead Geotechnical Engineer - Principal	Norm	Joyal	McMillen Jacobs Associates	200	\$89.44	\$17,888	3.19	\$250.00	\$50,000
		Geotechnical Investigation	Kush	Chohan	McMillen Jacobs Associates	120	\$64.62	\$7,754	3.19	\$206.14	\$24,737
		Senior Associate Engineer	Rachel	Martin	McMillen Jacobs Associates	200	\$78.08	\$15,616	3.19	\$249.08	\$49,815
		Senior Associate (Mgmt)	Tom	Pennington	McMillen Jacobs Associates	580	\$93.02	\$53,952	3.19	\$250.00	\$145,000
		Constructability - Senior Project Engineer	Keith	Bryant	McMillen Jacobs Associates	300	\$65.00	\$19,500	3.19	\$207.35	\$62,205
		Lead Technical Editor	Julie	McCoulough	McMillen Jacobs Associates	40	\$54.68	\$2,187	3.19	\$174.43	\$6,977
		Associate Engineer	Jenn	Sketchley	McMillen Jacobs Associates	120	\$63.70	\$7,644	3.19	\$203.20	\$24,384
		Staff Engineer	Dingxin	Cai	McMillen Jacobs Associates	860	\$36.29	\$31,209	3.19	\$115.77	\$99,558
		Lead Structural Engineer - Principal	Keith	Abey	McMillen Jacobs Associates	100	\$105.41	\$10,541	3.19	\$250.00	\$25,000
		Project Engineer	Hilary	Schaadt	McMillen Jacobs Associates	560	\$54.73	\$30,649	3.19	\$174.59	\$97,770
		Cost Estimates - Principal	Troy	Page	McMillen Jacobs Associates	370	\$103.91	\$38,447	3.19	\$250.00	\$92,500
		Principal/HazMat	Kenneth	Leung	AEW Engineering, Inc.	45	\$90.91	\$4,091	2.84	\$250.00	\$11,250
		Senior Geologist	Randall	Young	AEW Engineering, Inc.	326	\$58.31	\$19,009	2.84	\$165.60	\$53,986
		Professional Geologist (PG)	Ryder	Musselman	AEW Engineering, Inc.	152	\$48.99	\$7,446	2.84	\$139.13	\$21,148
		Environmental Scientist	Kelsey	Fenn	AEW Engineering, Inc.	60	\$32.25	\$1,935	2.84	\$91.59	\$5,495
		Environmental Scientist	Jason	Gross	AEW Engineering, Inc.	108	\$32.25	\$3,483	2.84	\$91.59	\$9,892
		Arup Principal-In-Charge	Sheba	Hafiz	Arup	52	\$110.05	\$5,723	3.30	\$250.00	\$13,000
		Tunneling Geology Reviewer	Nik	Sokol	Arup	4	\$74.96	\$300	3.30	\$247.37	\$989
		Tunnel Reviewer / Associate	Luis	Piek	Arup	48	\$78.50	\$3,768	3.30	\$250.00	\$12,000
		Hydrogeologist	Michael	Chendorain	Arup	4	\$52.65	\$211	3.30	\$173.74	\$695
		Tunneling Geotechnical Reviewer	Eric	Sekulski	Arup	12	\$53.51	\$642	3.30	\$176.58	\$2,119
		Seismic / SSI Lead / Associate	Kirk	Ellison	Arup	140	\$60.82	\$8,515	3.30	\$200.70	\$28,098
		Seismic Hazards/Liquefaction Lead	Michelle	Shriro	Arup	40	\$80.77	\$3,231	3.30	\$250.00	\$10,000
		Seismicity	Pawan	Kumar	Arup	100	\$46.95	\$4,695	3.30	\$154.92	\$15,492
		SSI Consultant	Kevin	Stanton	Arup	100	\$42.56	\$4,256	3.30	\$140.44	\$14,044
		Seismicity and SSI Consultant	Brian	Albin	Arup	40	\$42.91	\$1,717	3.30	\$141.61	\$5,665
		SSI Consultant	Mahsa	Khosrojerdi	Arup	100	\$40.54	\$4,054	3.30	\$133.78	\$13,378
		Senior SSI Geotechnical	Sergei	Terzaghi	Arup	8	\$90.10	\$721	3.30	\$250.00	\$2,000
		Senior SSI Structural	Rob	Smith	Arup	8	\$97.43	\$779	3.30	\$250.00	\$2,000
		Senior Project Controls	DeeDee	Maggi	Arup	12	\$47.20	\$566	3.30	\$155.75	\$1,869
		Project Controls	Emily	Steinkamp	Arup	16	\$36.39	\$582	3.30	\$120.10	\$1,922
		Hydraulics Lead	Aihua	Tang	Arup	136	\$74.96	\$10,194	3.30	\$247.37	\$33,642
		Hydrology Consultant	Audrey	Fremier	Arup	440	\$36.10	\$15,884	3.30	\$119.13	\$52,416
		Senior Hydrology Consultant	Ryan	Nordvik	Arup	16	\$54.01	\$864	3.30	\$178.24	\$2,852
		Pipeline Engineer	Mark	Minkowski	Kennedy Jenks	80	\$86.32	\$6,906	3.30	\$ 250.00	\$20,000
		Principal Engineer/Pipeline Engineering Support	Joel	Faller	Kennedy Jenks	32	\$99.40	\$3,181	3.30	\$ 250.00	\$8,000
		Quality Control	Allen	Shewey	Kennedy Jenks	20	\$116.92	\$2,338	3.30	\$ 250.00	\$5,000
		Technical Advisor/Pipeline	John	Wyckoff	Kennedy Jenks	32	\$98.80	\$3,162	3.30	\$ 250.00	\$8,000
		Structural Engineering	Don	Barraza	Kennedy Jenks	12	\$80.68	\$968	3.30	\$ 250.00	\$3,000
Senior Civil Engineer	Don	Ervin	Kennedy Jenks	6	\$77.04	\$462	3.30	\$ 250.00	\$1,500		
Safety Specialist	Bert	Drews	Kennedy Jenks	4	\$85.28	\$341	3.30	\$ 250.00	\$1,000		
Pipeline Specialist	Xiangquan	Li	Kennedy Jenks	68	\$72.44	\$4,926	3.30	\$ 239.05	\$16,256		
Utilities Civil Engineer/Utility	Nick	Lazarakis	Kennedy Jenks	120	\$50.48	\$6,058	3.30	\$ 166.58	\$19,990		
BIM/CADD Specialist	Michael	Skinner	Kennedy Jenks	22	\$67.20	\$1,478	3.30	\$ 221.76	\$4,879		
Environmental Engineer	John	Jindra	Kennedy Jenks	4	\$48.16	\$193	3.30	\$ 158.93	\$636		
Civil Design Engineer	Rebecca	Xu	Kennedy Jenks	96	\$39.76	\$3,817	3.30	\$ 131.21	\$12,596		
Senior CAD Designer	Royce	Okimoto	Kennedy Jenks	48	\$51.24	\$2,460	3.30	\$ 169.09	\$8,116		

Appendix B-1
Fee Schedule

**PRO.0164 Engineering Services for the Lower Alemany Area Stormwater Improvements Project
Overhead and Profit Schedule Submitted by McMillen Jacobs Associates**

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Project Administrator	Jim	Aquino	Kennedy Jenks	8	\$37.52	\$300	3.30	\$ 123.82	\$991
		CEQA Checklist & Permit Support	Jennifer	Pearson-Stolz	The Their Group	110	\$56.00	\$6,160	2.80	\$ 156.80	\$17,248
		Independent Technical Review - Tunneling	Gregg	Korbin	Independent Reviewer	34	\$250.00	\$8,500	1.00	\$ 250.00	\$8,500
		Independent Technical Review - Seismic	Thomas	O'Rourke	Independent Reviewer	34	\$250.00	\$8,500	1.00	\$ 250.00	\$8,500
		Independent Technical Review - Hydraulics	Michael	Johnson	Independent Reviewer	34	\$250.00	\$8,500	1.00	\$ 250.00	\$8,500
		TASK 2 TOTAL				6,601	-	\$448,687	-	-	\$1,249,608
2.3	Geotechnical	Lead Geotechnical Engineer - Principal	Norm	Joyal	McMillen Jacobs Associates	280	\$89.44	\$25,043	3.19	\$250.00	\$70,000
		Geotechnical Instrumentation - Project Engineer	Su	Soe	McMillen Jacobs Associates	105	\$40.77	\$4,281	3.19	\$130.06	\$13,656
		Geotechnical Investigation - Associate	Kush	Chohan	McMillen Jacobs Associates	420	\$64.62	\$27,140	3.19	\$206.14	\$86,578
		Staff Engineer	Ashim	Gajurel	McMillen Jacobs Associates	120	\$36.29	\$4,355	3.19	\$115.77	\$13,892
		Seismic / SSI Lead / Associate	Kirk	Ellison	Arup	8	\$60.82	\$487	3.30	\$200.70	\$1,606
		Seismic Hazards/Liquefaction Lead	Michelle	Shriro	Arup	4	\$80.77	\$323	3.30	\$250.00	\$1,000
		Seismicity	Pawan	Kumar	Arup	12	\$46.95	\$563	3.30	\$154.92	\$1,859
		Principal Engineer/Field Investigation	Christian	Divis	Divis Consulting	300	\$88.00	\$26,400	2.76	\$242.97	\$72,890
		Senior Associate Engineer	Deron	van Hoff	Divis Consulting	25	\$76.00	\$1,900	2.76	\$209.84	\$5,246
		Associate Engineer/Field Investigation	Marcos	Pinheiro	Divis Consulting	228	\$68.00	\$15,470	2.76	\$187.75	\$42,713
		Associate Geologist	Patrick	Drumm	Divis Consulting	382	\$68.00	\$25,976	2.76	\$187.75	\$71,720
		Associate Geologist	Rick	Ford	Divis Consulting	205	\$68.00	\$13,906	2.76	\$187.75	\$38,394
		Senior Staff Engineer	Payum	Vossoughi	Divis Consulting	501	\$45.00	\$22,523	2.76	\$124.25	\$62,185
Staff Engineer	Mackenzie	Garrison	Divis Consulting	323	\$42.00	\$13,566	2.76	\$115.96	\$37,456		

Appendix B-1
Fee Schedule

PRO.0164 Engineering Services for the Lower Alemany Area Stormwater Improvements Project
Overhead and Profit Schedule Submitted by McMillen Jacobs Associates

OVERHEAD AND PROFIT SCHEDULE

Task [A]	Task Summary [B]	Staff Classification/Role [C]	Name of Proposed Staff Person [D] First Name, Last Name	Firm [E]	Estimated Number of Hours [F]	Base Hourly Rate (\$/hour) [G]	Base Labor Cost (\$) = [F]*[G] [H]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm [I]	Billing Rate (\$/hour) = [G]*[I] [J]	Actual Labor Cost (\$) = [F]*[J] [K]
	TASK 2.3 TOTAL				2,912	-	\$181,933	-	-	\$519,194
		QA/QC Manager - Principal	Renee Fippin	McMillen Jacobs Associates	195	\$95.17	\$18,558	3.19	\$250.00	\$48,750
		Project Manager - Principal	Glenn Boyce	McMillen Jacobs Associates	805	\$103.22	\$83,092	3.19	\$250.00	\$201,250
		FLAC Modeling - Senior Project Engineer	Amirreza Beyabanaki	McMillen Jacobs Associates	320	\$52.81	\$16,899	3.19	\$168.46	\$53,908
		BIM Modeling - Senior Associate	Eric Westergren	McMillen Jacobs Associates	210	\$70.20	\$14,742	3.19	\$223.94	\$47,027
		CADD Design	Steven Morrison	McMillen Jacobs Associates	80	\$50.01	\$4,001	3.19	\$159.53	\$12,763
		Excavation Support - Principal	Mark Lawrence	McMillen Jacobs Associates	100	\$125.00	\$12,500	3.19	\$250.00	\$25,000
		Lead Technical Editor	Julie McCoullough	McMillen Jacobs Associates	40	\$54.68	\$2,187	3.19	\$174.43	\$6,977
		SSI Support - Principal	Yiming Sun	McMillen Jacobs Associates	200	\$92.87	\$18,574	3.19	\$250.00	\$50,000
		Lead Geotechnical Engineer - Principal	Norm Joyal	McMillen Jacobs Associates	100	\$89.44	\$8,944	3.19	\$250.00	\$25,000
		Geotechnical Investigation - Associate	Kush Chohan	McMillen Jacobs Associates	320	\$64.62	\$20,678	3.19	\$206.14	\$65,964
		Senior Associate Engineer	Rachel Martin	McMillen Jacobs Associates	120	\$78.08	\$9,370	3.19	\$249.08	\$29,889
		Lead Tunnel Engineer - Senior Associate	Tom Pennington	McMillen Jacobs Associates	400	\$93.02	\$37,208	3.19	\$250.00	\$100,000
		Constructability - Senior Project Engineer	Keith Bryant	McMillen Jacobs Associates	120	\$65.00	\$7,800	3.19	\$207.35	\$24,882
		Associate Engineer	Jenn Sketchley	McMillen Jacobs Associates	800	\$63.70	\$50,960	3.19	\$203.20	\$162,562
		Lead Structural Engineer - Principal	Keith Abey	McMillen Jacobs Associates	220	\$105.41	\$23,190	3.19	\$250.00	\$55,000
		Staff Engineer	Ashim Gajurel	McMillen Jacobs Associates	1,120	\$36.29	\$40,645	3.19	\$115.77	\$129,657
		Project Engineer	Hilary Schaad	McMillen Jacobs Associates	800	\$54.73	\$43,784	3.19	\$174.59	\$139,671
		Cost Estimates - Principal	Troy Page	McMillen Jacobs Associates	400	\$103.91	\$41,564	3.19	\$250.00	\$100,000
		CADD Design	Jon Clugston	McMillen Jacobs Associates	1,700	\$52.20	\$88,740	3.19	\$166.52	\$283,081
		REVIT - Senior Staff Consultant	Alex Smith	McMillen Jacobs Associates	100	\$35.31	\$3,531	3.19	\$112.64	\$11,264
		Principal	Kenneth Leung	AEW Engineering, Inc.	70	\$90.91	\$6,364	2.84	\$250.00	\$17,500
		Professional Geologist (PG)	Ryder Musselman	AEW Engineering, Inc.	232	\$48.99	\$11,366	2.84	\$139.13	\$32,279
		Environmental Scientist	Kelsey Fenn	AEW Engineering, Inc.	12	\$32.25	\$387	2.84	\$91.59	\$1,099
		Environmental Scientist	Jason Gross	AEW Engineering, Inc.	20	\$32.25	\$645	2.84	\$91.59	\$1,832
		Arup Principal-In-Charge	Sheba Hafiz	Arup	71	\$110.05	\$7,814	3.30	\$250.00	\$17,750
		Seismic / SSI Lead / Associate	Kirk Ellison	Arup	200	\$60.82	\$12,164	3.30	\$200.70	\$40,141
		Seismic Hazards/Liquefaction Lead	Michelle Shriro	Arup	40	\$80.77	\$3,231	3.30	\$250.00	\$10,000
		Seismicity	Pawan Kumar	Arup	24	\$46.95	\$1,127	3.30	\$154.92	\$3,718
		Tunneling Geotechnical Reviewer	Eric Sekulski	Arup	5	\$53.51	\$268	3.30	\$176.58	\$883
		SSI Consultant	Kevin Stanton	Arup	158	\$42.56	\$6,724	3.30	\$140.44	\$22,189
		Seismicity and SSI Consultant	Brian Albin	Arup	24	\$42.91	\$1,030	3.30	\$141.61	\$3,399
		SSI Consultant	Mahsa Khosrojerdi	Arup	158	\$40.54	\$6,405	3.30	\$133.78	\$21,138
		Tunnel Reviewer / Associate	Luis Piek	Arup	51	\$78.50	\$4,003	3.30	\$250.00	\$12,750
		Hydraulics Lead	Aihua Tang	Arup	64	\$74.96	\$4,797	3.30	\$247.37	\$15,831
		Senior SSI Geotechnical	Sergei Terzaghi	Arup	6	\$90.10	\$541	3.30	\$250.00	\$1,500
		Senior SSI Structural	Rob Smith	Arup	6	\$97.43	\$585	3.30	\$250.00	\$1,500
		Senior Project Controls	DeeDee Maggi	Arup	16	\$47.20	\$755	3.30	\$155.75	\$2,492
		Project Controls	Emily Steinkamp	Arup	16	\$36.39	\$582	3.30	\$120.10	\$1,922
		CFD Modeler	James McCay	Arup	340	\$41.37	\$14,066	3.30	\$136.52	\$46,417
		Lead CFD Modeler	Alexej Goehring	Arup	140	\$68.66	\$9,612	3.30	\$226.58	\$31,721
		Pipeline Engineer	Mark Minkowski	Kennedy Jenks	160	\$86.32	\$13,811	3.30	\$250.00	\$40,000
		Principal Engineer/Pipeline Engineering Support	Joel Faller	Kennedy Jenks	70	\$99.40	\$6,958	3.30	\$250.00	\$17,500
		Quality Control	Allen Shewey	Kennedy Jenks	72	\$116.92	\$8,418	3.30	\$250.00	\$18,000
		Technical Advisor/Pipeline	John Wyckoff	Kennedy Jenks	76	\$98.80	\$7,509	3.30	\$250.00	\$19,000
		Constructability	John Bergen	Kennedy Jenks	8	\$87.68	\$701	3.30	\$250.00	\$2,000
		Structural Engineering	Don Barraza	Kennedy Jenks	40	\$80.68	\$3,227	3.30	\$250.00	\$10,000
		Senior Civil Engineer	Don Ervin	Kennedy Jenks	40	\$77.04	\$3,082	3.30	\$250.00	\$10,000
		Safety Specialist	Bert Drews	Kennedy Jenks	4	\$85.28	\$341	3.30	\$250.00	\$1,000
		Cost Estimator	Janet Hoffman	Kennedy Jenks	8	\$53.24	\$426	3.30	\$175.69	\$1,406
		Pipeline Specialist	Xiangquan Li	Kennedy Jenks	132	\$72.44	\$9,562	3.30	\$239.05	\$31,555
		Utilities Civil Engineer/Utility	Nick Lazarakis	Kennedy Jenks	228	\$50.48	\$11,509	3.30	\$166.58	\$37,981
		BIM/CADD Specialist	Michael Skinner	Kennedy Jenks	24	\$67.20	\$1,613	3.30	\$221.76	\$5,322
		Environmental Engineer	John Jindra	Kennedy Jenks	2	\$48.16	\$96	3.30	\$158.93	\$318
		Civil Design Engineer	Rebecca Xu	Kennedy Jenks	228	\$39.76	\$9,065	3.30	\$131.21	\$29,915
		Senior CAD Designer	Royce Okimoto	Kennedy Jenks	220	\$51.24	\$11,273	3.30	\$169.09	\$37,200
		Project Administrator	Carol Toy	Kennedy Jenks	32	\$38.04	\$1,217	3.30	\$125.53	\$4,017
		Senior Land Surveyor	Alex Martinez	Towill, Inc.	6	\$68.00	\$408	2.84	\$193.12	\$1,159
3	Engineering Design									

**PRO.0164 Engineering Services for the Lower Alemany Area Stormwater Improvements Project
Overhead and Profit Schedule Submitted by McMillen Jacobs Associates**

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm = [G]*[I]	Billing Rate (\$/hour) = [G]*[J]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Senior Land Surveyor	John	May	Towill, Inc.	48	\$65.00	\$3,120	2.84	\$ 184.60	\$8,861
		Project Surveyor	Jennifer	Steven	Towill, Inc.	32	\$53.00	\$1,696	2.84	\$ 150.52	\$4,817
		Project Surveyor	John	May Jr	Towill, Inc.	32	\$42.00	\$1,344	2.84	\$ 119.28	\$3,817
		Associate Surveyor	Ian	McNeil	Towill, Inc.	8	\$45.03	\$360	2.84	\$ 127.89	\$1,023
		Associate Surveyor	Daniel	Ortega	Towill, Inc.	8	\$44.00	\$352	2.84	\$ 124.96	\$1,000
		Survey Office Technician	Touko	Vue	Towill, Inc.	68	\$37.00	\$2,516	2.84	\$ 105.08	\$7,145
		Survey Office Technician	Kristine	Knecht	Towill, Inc.	68	\$35.00	\$2,380	2.84	\$ 99.40	\$6,759
		Survey CADD Technician	Maceo	Inocencio	Towill, Inc.	68	\$28.00	\$1,904	2.84	\$ 79.52	\$5,407
		Certified Party Chief	Matthew	Vielbaum	Towill, Inc.	60	\$48.07	\$2,884	2.84	\$ 136.52	\$8,191
		Certified Party Chief	Emiliano	Gaytan Jr	Towill, Inc.	60	\$48.07	\$2,884	2.84	\$ 136.52	\$8,191
		Party Chief	Ivan	Phillips	Towill, Inc.	60	\$47.03	\$2,822	2.84	\$ 133.57	\$8,014
		Party Chief	Jared	McNeil	Towill, Inc.	60	\$47.03	\$2,822	2.84	\$ 133.57	\$8,014
		Chainman	Dylan	Saechao	Towill, Inc.	48	\$41.06	\$1,971	2.84	\$ 116.61	\$5,597
		Chainman	Antonio	Gaytan	Towill, Inc.	48	\$41.06	\$1,971	2.84	\$ 116.61	\$5,597
		Apprentice 4	Aaron	Peterson-Naeole	Towill, Inc.	8	\$36.95	\$296	2.84	\$ 104.94	\$840
		Apprentice 4	Khoa	Dao	Towill, Inc.	8	\$36.95	\$296	2.84	\$ 104.94	\$840
		Apprentice 3	Ay	Saephan	Towill, Inc.	8	\$32.85	\$263	2.84	\$ 93.29	\$746
		Geomatics Specialist	George	Maalouli	Towill, Inc.	10	\$68.00	\$680	2.84	\$ 193.12	\$1,931
		Geomatics Specialist	Lorraine	Amenda	Towill, Inc.	16	\$60.00	\$960	2.84	\$ 170.40	\$2,726
		Geomatics Specialist	Claudio	Benvenuti	Towill, Inc.	8	\$56.00	\$448	2.84	\$ 159.04	\$1,272
		Geomatics Analyst	Manolito	Manego	Towill, Inc.	70	\$38.00	\$2,660	2.84	\$ 107.92	\$7,554
		Geomatics Analyst	Miguel	Guillermo	Towill, Inc.	70	\$36.00	\$2,520	2.84	\$ 102.24	\$7,157
		Geomatics Analyst	Oscar	Duran	Towill, Inc.	64	\$35.00	\$2,240	2.84	\$ 99.40	\$6,362
		Geomatics Analyst	Teresa	Luka	Towill, Inc.	64	\$34.50	\$2,208	2.84	\$ 97.98	\$6,271
		Geomatics Analyst	Angela	Harkins	Towill, Inc.	64	\$30.00	\$1,920	2.84	\$ 85.20	\$5,453
		Geomatics Technician	Ben	Lu	Towill, Inc.	8	\$28.00	\$224	2.84	\$ 79.52	\$636
		Geomatics Technician	Adam	Olsen	Towill, Inc.	8	\$23.00	\$184	2.84	\$ 65.32	\$523
		Project Coordinator	Caroline	Cooper	Towill, Inc.	4	\$26.00	\$104	2.84	\$ 73.84	\$295
		Project Coordinator	Charlane	Beaman	Towill, Inc.	4	\$25.00	\$100	2.84	\$ 71.00	\$284
		Principal/Real Estate	Bill	Tannenbaum	AR/WS	23	\$108.00	\$2,484	2.68	\$ 250.00	\$5,750
		Right of Way Agent	Hugh "Bruz"	Meade	AR/WS	20	\$50.00	\$1,000	2.68	\$ 134.00	\$2,680
		CEQA Checklist & Permit Support	Jennifer	Pearson-Stolz	The Their Group	150	\$56.00	\$8,400	2.80	\$ 156.80	\$23,520
		Independent Technical Review - Tunneling	Gregg	Korbin	Independent Reviewer	132	\$250.00	\$33,000	1.00	\$ 250.00	\$33,000
		Independent Technical Review - Seismic	Thomas	O'Rourke	Independent Reviewer	132	\$250.00	\$33,000	1.00	\$ 250.00	\$33,000
		Independent Technical Review - Hydraulics	Michael	Johnson	Independent Reviewer	132	\$250.00	\$33,000	1.00	\$ 250.00	\$33,000
TASK 3 TOTAL						12,824	-	\$883,661	-	-	\$2,381,351
PROJECT TOTAL						24,677	-	\$1,701,327.53	-	-	\$4,655,380.47

Other Direct Costs (ODCs)

	Description	Cost	Firm
1	Permits	N/A	
1	Travel expenses outside Bay Area	N/A	
2	Reprographics and shipping	\$10,000	MJ
2A	Reprographics and shipping	\$3,000	Divis
3	Geotech site investigation (Drillers)	\$266,079	MJ
3A	Geotech site investigation (misc field costs)	\$43,990	Divis
4	Laboratory tests (geotechnical)	\$41,722	Divis
5	Laboratory tests (environmental)	\$71,541	AEW
6	Permits (geotechnical)	\$16,680	Divis
7	Utility checks and traffic control, misc	\$55,500	Divis
7A	Potholing and utility investigation	\$29,900	MJ,Towill
TOTAL OTHER DIRECT COSTS		\$538,412	

Effective Overhead and Profit Rate (EOPR, or Effective Project Multiplier)

(= Total Actual Labor Cost / Total Base Labor Cost)
Maximum Allowable Effective Project Multiplier = 3.20

2.736

TOTAL PROJECT COST BREAKDOWN

Total Actual Labor Cost:	\$4,655,380
Allowances from Tasks 4, 5, 6, 7, 8, and 9	\$2,225,000
Total Other Direct Costs (ODCs)	\$538,412
Markup on Subconsultant Labor Cost (Maximum Allowable: 5% of subconsultant labor costs)	\$80,522

TOTAL PROJECT COST (NOT TO EXCEED \$7,500,000) \$7,499,314