



September 10, 2021

Steven Tidwell
 AECOM Technical Services, Inc.
 300 Lakeside Drive, Suite 400
 Oakland, CA 94612
 Email: steven.tidwell@aecom.com

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

Dear Mr. Tidwell,

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

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

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

Sincerely,

Rosiana Angel
 Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
 cc: Rizal Villareal

File/ PRO.0096 Amendment #2 - NCAC

London N. Breed
 Mayor

Sophie Maxwell
 President

Anson Moran
 Vice President

Tim Paulson
 Commissioner

Ed Harrington
 Commissioner

Newsha Ajami
 Commissioner

Michael Carlin
 Acting
 General Manager



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

Second Amendment

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

PRO.0096 Mountain Tunnel Improvements Construction Management Services

THIS SECOND AMENDMENT (“Amendment”) is made as of **August 6, 2021**, in San Francisco, California, by and between **AECOM Technical Services, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

First Amendment, dated January 4, 2021.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B: August 2021 Revision, attached to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:
Michael Carlin
380EAE264D5E47C...
Michael Carlin
Acting General Manager
San Francisco Public Utilities Commission

CONTRACTOR

AECOM Technical Services, Inc.

DocuSigned by:
Craig Smith
D5A7B105BE6541B...
Craig Smith
Associate Vice President

City Supplier number: 0000003425

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Tyson Arbuthnot
0089381178504DF...
Tyson Arbuthnot
Deputy City Attorney

Attached Appendix:

Appendix B: August 2021 Revision: Calculation of Charges

Appendix B: August 2021 Revision Calculation of Charges

As part of Contractor's proposal dated **November 21, 2018**, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A-1, 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 first anniversary of 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 equal to or 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.0096** is 2.5. 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 Construction Bureau Manager or designee.**

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

- Task-specific out-of-town travel as requested by SFPUC (“out-of-town” shall mean outside the following counties: Tuolumne, Mariposa, Stanislaus, Merced and San Joaquin). Out-of-town travel must be non-routine.
 - Rental vehicle: traveler must select the most economical rental vendor 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 previously-listed five 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 and expense report with its monthly invoices.
 - Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.
 - Overnight lodging expenses shall be reasonable and actual but limited to Federal government per diem rates.
- Travel required between Moccasin and project sites or between project sites. For example, travel during working hours between the Priest Reservoir site and Adit 5/6.
 - Rental vehicle: traveler must select the most economical rental vendor 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 between Moccasin and project sites or between project sites. The Contractor shall submit to the City an approved mileage log and expense report with its monthly invoices.

- Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.
 - 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);
 - Task related permit fees; and
 - Expedited courier services when requested by SFPUC staff; and
 - Task-specific Safety equipment.
- b. Anything not listed above is not eligible for reimbursement and therefore should be included in the Contractor's EOPR if compensation for these expenses is desired. They include, but are not limited to:
- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the Tuolumne, Mariposa, Stanislaus, Merced and San Joaquin Counties;
 - Travel from Contractor's home office to SFPUC facilities or to Moccasin not requested by SFPUC;
 - Travel from Contractor's personnel's permanent or temporary residences to SFPUC facilities or to Moccasin;
 - Contractor personnel relocation costs and living expenses;
 - Any labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
 - 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;
 - All meals, including refreshments and working lunches with SFPUC staff;
 - Equipment to be used by SFPUC staff;
 - Ergonomic office equipment; 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.