City and County of San Francisco

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

First Amendment

PRO.0138.B

Engineering Services for Dams and Reservoirs

THIS **FIRST** AMENDMENT ("Amendment") is made as of **[insert date]**, in San Francisco, California, by and between **GEI Consultants, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City").

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, update Appendix A to add related scope of work, and update standard contractual clauses; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled Engineering Services for Dams and Reservoirs issued through Sourcing Event ID PUC.PRO.0138.B and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services, there is a Local Business Enterprise ("LBE") subcontracting participation requirement, and this Amendment is consistent with that requirement; and

WHEREAS, this Amendment is consistent with an approval obtained on October 3, 2010 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0003873 which authorizes the award of multiple agreements, the total value of which cannot exceed $49,000,000 and the individual duration of which cannot exceed eleven years; and

WHEREAS, this Amendment is consistent with an approval obtained from City's San Francisco Public Utilities Commission under [insert resolution number] approved on [insert date of Commission action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's [Board of Supervisors] under [insert resolution number] approved on [insert date of Commission or Board action] in the amount of [insert Dollar Amount] for the period commencing [Insert Start Date] and ending [Insert End Date]; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties 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 May 5, 2020 between Contractor and City.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively. The prevailing wage requirements of Section 6.22(e) at Chapter 6 of the San Francisco Administrative Code have been moved to Articles 101 through 107 of the San Francisco Labor and Employment Code.

1.3 **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 Scope of the Agreement

The Agreement is hereby modified as follows:

2.1 Article 2 Term of the Agreement. Section 2.1 of the Agreement currently reads as follows:

> 2.1 The term of this Agreement shall commence on the later of: (i) May 20, 2020; or (ii) the Effective Date and expire on May 19, 2031, unless earlier terminated as otherwise provided herein.

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

> 2.1 The term of this Agreement shall commence on the Effective Date, which is June 29, 2020, and expire eleven years later, unless earlier terminated as otherwise provided herein.

2.2 Article 3 Financial Matters. Section 3.3.1 of the Agreement currently reads as follows:

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 **Eleven Million dollars and no cents ($11,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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.

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

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 **Eighteen Million dollars and no cents ($18,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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.

2.4 **Appendix A-1 (November 2025 Revision).** Appendix A is hereby replaced in its entirety by Appendix A-1 (November 2025 Revision), attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A in any place, the true meaning shall be Appendix A-1 (November 2025 Revision), which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 10.15 Public Access to Nonprofit Records and Meetings.** *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform

under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.2 **Section 4.2 Qualified Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule

3.3 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.4 3.4 **Section 11.14 Article 13 Data and Security.** *Article 13 of the Agreement is replaced in its entirety to read as follows:*

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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If

City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, 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.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data 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 City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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 City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), 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. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within

twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

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

Article 5 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:

_____
Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Approved as to Form:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

CONTRACTOR
GEI Consultants, Inc.

_____
[name of authorized representative]
[title]

City Supplier number: 0000019791

Attached Appendices:

Appendix A-1: November 2025 Revision

Appendix A-1: November 2025 Revision

1. Description of Services. Contractor agrees to perform the following dam and reservoir planning and engineering design Services:

1. Civil Engineering
2. Electrical Engineering
3. Mechanical Engineering
4. Structural Engineering
5. Pipeline Engineering
6. Geotechnical/Geologic Engineering
7. Tunnel Engineering
8. Cost Estimating
9. Utilities Mapping and Coordination
10. Photogrammetry/Surveys
11. Materials Testing/Special Inspections
12. Quality Assurance Review
13. Peer Review/Independent Technical Review
14. PFMA and Risk Assessments
15. Other Specialized Services

Project Name: Moccasin Dam and Reservoir

Project Description

On March 22, 2018, HHWP, located in the town of Moccasin, experienced more than 5 inches of precipitation over a 24-hour period, of which 3.1 inches fell within a 4-hour period. The torrent of rain caused Moccasin Creek to overtop the Moccasin Creek Diversion Dam. The overtopping creek water brought with it a large volume of debris including downed trees and logs. Flooding reached the Administration Building basement, Moccasin Powerhouse, the Line Shop, and Gardeners' Shop. Both Moccasin Dam Spillways (Main and Auxiliary Spillways) were inundated and the reservoir came within approximately 1 foot of overtopping the dam. Furthermore, seepage was observed exiting the downstream face of the dam. Following an evacuation order for areas downstream of the dam, SFPUC issued emergency contracts to remove debris, perform damage assessments, and perform emergency interim repairs to the Moccasin Reservoir Dam, Main and Auxiliary Spillways, the Moccasin Creek Diversion Dam, and appurtenant facilities. Based on substantial completion of most of the emergency repairs, the California DSOD allowed partial re-filling of the reservoir at the end of calendar year 2018, and SFPUC returned the reservoir to full service in June 2019. SFPUC is planning for upgrades necessary to meet DSOD requirements for Moccasin Reservoir Dam, Spillways and Outlet Works. The purpose of this project will be to plan, design and construct improvements to the dam and appurtenant facilities to meet DSOD requirements.

Scope of work: GEI Consultants, Inc. is being requested to complete the Moccasin Dam and Reservoir improvements design; to review and confirm data, reports, plans, and other deliverables developed under contract PRO.0138.A; advancing the project through the 65%, 95%, and 100% design stages; addressing all California Division of Safety of Dams (DSOD) comments as needed to obtain their authorization to construct the Project; providing support for the bid and award phase; providing engineering services during construction; and optional tasks for a supplemental geotechnical investigation and supplemental ground surveys.

Task 1: Validation of PRO.0138.A Reports/Deliverables Necessary to Complete Final Design
GEI will review relevant PRO.0138.A data, reports, drawings, and other deliverables for the Conceptual Engineering and 35% design submittals provided by the SFPUC, attend a site visit, complete a data gap analysis and prepare a 35% Design Review Memorandum to summarize findings from the review, site visit and data gap analysis. This memorandum will confirm Project understanding and the key criteria and parameters to be adopted by GEI to advance the design. Optional supplemental geotechnical exploration and ground survey may be considered.

Task 2: Address Comments from California Division of Safety of Dams (DSOD) and Prepare 65%/95%/100% Design to Produce the Final Construction Bid Package
GEI will work to efficiently advance the 35% design prepared under PRO.0138.A to the 65%/95%/100% design levels of development, including appropriate level design drawings, specifications, opinion of probable construction cost, constructability reviews, responses to DSOD comments.

Task 3: Support for Bid and Award Phase
GEI will support the SFPUC in construction contract procurement.

Task 4: Engineering Support During Construction Phase
GEI will provide Engineering Support During Construction (ESDC) in support of the SFPUC teams. Support may include meetings, review of documents (e.g., RFIs, RFS, change orders, etc.), field visits, design changes and other engineering services.

Task 5: Miscellaneous Tasks Needed to Complete the Design and Construction of the Project
GEI will provide technical information on various design aspects as needed to support environmental compliance documentation and permit applications being prepared by the SFPUC. GEI will perform a stormwater pollution prevention plan (SWPPP) risk level assessment and document the findings and associated calculations in a draft memorandum for SFPUC's review.

Project Name: O'Shaughnessy Dam Outlet Works Phase II
Project Description
OSD was completed in 1923 and raised in 1938. Condition assessment of the dam outlet works revealed deficiencies. This rehabilitation project addresses deficiencies of the existing outlet works system at OSD, including the drum gates and release system through OSD to Canyon Tunnel and the Tuolumne River. A recent condition assessment identified deficiencies in the OSD release system. Seven projects were identified and have been prioritized. Phase 1 will include three of these projects: drum gate rehabilitation (upgrading the hinges and rivets, recoating the gate and existing seals, and repairing the spillway concrete), installation of a new bulkhead system, and rehabilitation of slide gates & installation of a diversion pipe butterfly valve. Phase 2 will include large valves such as the 60" and 72" needle valves and their associated control system.
Scope of work: The Consultant(s) will review all pertinent background information, previous analyses, construction documents for the project and provide planning and design engineering support as authorized by the SFPUC.

Project Name: Cherry Valley Dam Spillway

Project Description

Cherry Valley Dam was built in 1956. The spillway includes a 334-feet wide ogee-type concrete weir that discharges into an unlined adjacent channel. The original design documents indicate that the spillway is rated for 52,000 cubic feet per second (cfs). However, significant erosion damage has been experienced below the dam with spillway releases below 1,800 cfs. This has included large scale erosion outside the lower portion of the spillway channel, as well as flooding of the Cherry Power Tunnel Adit and a campground downstream, creating a potentially hazardous condition for the dam, personnel and the public. SFPUC performed a recent condition assessment of the spillway, and a re-assessment of the Probable Maximum Flood (PMF) event shows a significant increase compared to the previous PMF estimate. The objective of this project is to improve the capacity of the existing spillway to provide safe passage of the new PMF.

Scope of work: The Consultant(s) will review all pertinent background information, NAR, and outlet works rehabilitation construction contract. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase including hydrologic, hydraulic, geotechnical, geologic, structural and seismic analysis, Design Phase deliverables, and environmental support documentation. Additional potential work elements include the confirmation and/or updates to the assumptions and recommendations made with the NAR (e.g., reservoir storage capacity curves above El. 4700, existing spillway discharge capacity, mapping of the rock slopes in the upper spillway channel, and existence of planar joint features beneath the ogee), realignment of the existing spillway, modifying access roads, dam security and maintenance. The project may also involve structural/seismic stability analysis of the outlet tower and other possible safety improvements and appurtenant facilities.

Project Name: Early Intake Dam Rehabilitation

Project Description

Early Intake Dam is a single-curvature concrete arch structure. It was constructed between 1923 and 1924 to divert Hatch Hetchy water from the Tuolumne River into the Mountain Tunnel. Within a few years of the dam's completion, significant cracking was observed at several locations, most likely due to the absence of contraction joints in the structure. In addition, widely distributed and progressively worsening distributed cracking has been observed throughout the dam and spillway structure over the years. The dam is reaching the end of its design life. SFPUC has identified an interim mitigation alternative to install a liner on the upstream face of the dam to reduce the rate of expansion and deterioration caused by the alkali aggregate reaction. This interim measure may extend the useful life of the dam by 20-25 years.

Scope of work: The Consultant(s) will review all pertinent background information and previous condition assessment reports. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, structural and seismic analysis, Design Phase deliverables, and environmental support documentation.

Project Name: Eleanor Dam Rehabilitation

Project Description

Eleanor Dam is a multiple arch reinforced concrete dam that was constructed in the 1920's. The 2015-2016 NAR identified deterioration and aging of the structure, as well as performance

concerns. Specifically, SFPUC has identified structural/seismic concerns regarding the Eleanor Bridge, which is an integral part of the arch dam, including cracking and spalling of concrete, exposed rebar, multiple significant leakage through the arch barrels, and cracks and erosion of the spillway concrete. SFPUC has prioritized projects to rehabilitate the dam by degree of risk. Rehabilitation may include some or all of the following: installation of a liner on the upstream face of the dam, pressure grouting, concrete repairs, valve replacement, and installation of concrete lining and riprap.
Scope of work: The Consultant(s) will review all pertinent background information and previous inspection and needs assessment reports. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, geotechnical investigation, hydrology/hydraulic analysis, structural and seismic analysis of the existing bridge and dam, Design Phase deliverables, and environmental support documentation.

Project Name: Eleanor Dam Bridge Rehabilitation
Project Description
Eleanor Bridge is a critical asset that needs to be repaired or replaced due to multiple structural deficiencies, including corroded reinforcement, concrete cracking, and tripping hazards. The bridge is integral to the dam structure and provides strength and stability during a seismic event. The bridge also provides critical non-redundant access for HHWP personnel, Yosemite National Park personnel, and recreational public users.

The project will implement steps to reduce risks associated with failure of aging infrastructure. This will include a complete alternatives analysis to determine the best way to extend the life of the bridge and ensure full functionality of all system components.
Scope of work: The Consultant(s) will review all pertinent background information and previous bridge inspection and needs assessment reports. The Consultant(s) will provide planning and design engineering support as authorized by the SFPUC to complete the AAR and CER in the Planning Phase, structural and seismic analysis, Design Phase deliverables, and environmental support documentation.

Project Name: Priest Condition Assessment & Monitoring Project
Project Description
Priest Dam is an earth and rock filled dam located just east of Moccasin located on Rattlesnake Creek in Tuolumne County. The dam was built between 1921 and 1923, and is approximately 168 feet tall and 1,000 feet wide with a crest width of 20 ft. Priest Dam has a long history of issues related to settlement and deflection, and needs a condition assessment and stability analysis using current standards and analysis techniques. The project will include installation of new instrumentation to monitor and document the movement of the dam under different storage conditions. SFPUC will use the results to determine whether a future capital improvement project is required.
Scope of work: The Consultant(s) will review all pertinent background information, previous analyses, construction documents for the project and provide planning and design engineering support as authorized by the SFPUC.

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

Community Benefits

A) *Terms and Conditions*

The Contractor shall provide the CB Commitments detailed in its CB Submittal during the term of the Agreement. In the event that the Agreement is amended to increase its value, the Contractor must agree to a proportional increase in the value of its Community Benefits Commitments, pursuant to Ch. 21F of the San Francisco Administrative Code at section 21F.5(b)(1). The representations, warranties, and other terms contained in the Contractor's CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

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

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

B) *Project Team*

Matt Powers shall serve as the Executive in Charge to manage the Contractor's CB Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the CB Commitments listed in the Community Benefits 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 Community Benefits Coordinator, Nellie Reyna, to organize, plan, track, measure, and report on Contractor's CB Commitments. The Executive in Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

C) *Community Benefits Commitments*

Contractor shall provide a minimum of $0 in financial contributions and $237,600 in volunteer hours. Contractor commits to a minimum total contribution of $237,600 over the term of this Agreement as stated in the Commitments Table below.

Community Benefits Summary Table

SIP Commitment Table After Modification

SIP Program Area	Direct Financial Contributions	Volunteer Hours	Volunteer Hour (Fixed rate $150)	Value of Volunteer Hours	Total Contribution
Public Education	$0.00	720.00	$150.00	$108,000.00	$108,000.00
Environment and Community Health	$0.00	864.00	$150.00	$129,600.00	$129,600.00
TOTAL COMMITMENTS					$237,600.00

D) ***Accountability and Deliverables***

The Contractor shall provide a detailed description of the accountability methods to ensure that the proposed CB Commitments will be delivered in a transparent and accountable manner. The Contractor shall detail a clear internal plan for tracking, monitoring, and reporting on a regular basis to enable the SFPUC to easily verify that the Contractor's CB Commitments are delivered as intended throughout the life of the contract.

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

i. Community Benefits Plan and Timeline

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

ii. Community Benefits Commitments and Reporting

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

E) ***Statements of Understanding***

Contractor acknowledges that they agree with the following statements:
• All instructions for the CB Submittal have been followed.
• Any of the CB Commitments that the Proposer voluntarily commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
• CB Commitments must support nonprofit, charitable, or related activities.
• CB Commitments shall not go to, nor benefit, any City department or employee.
• CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
• CB Commitments must be delivered at zero dollar cost to the SFPUC.
• The total commitment amount listed in the Community Benefits Summary Table in the final Agreement is considered binding.
• Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's CB 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 CB Commitments, consistent with all of the terms of Contractor's Community Benefits Submittal dated **October 21, 2019**, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Submittal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.