City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco
and
LEE, Inc.
PRO.0336.D
Specialized and Technical As-Needed Services

This Agreement is made this 14th day of July, 2026, in the City and County of San Francisco ("City"), State of California, by and between LEE, Inc. ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department" or "SFPUC") seeks to procure the services of a qualified Proposer to assist SFPUC with operations and maintenance (O&M) support, including asset management services, and engineering services that are limited to condition assessment, capital planning, and needs assessment for the SFPUC Water Enterprise spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or Sunol in the San Francisco Bay Area from Contractor ; and

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

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WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals ("RFP") entitled Specialized and Technical As-Needed Services issued through PUC.PRO.0336; and

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WHEREAS, this is a contract for Services and there is a Local Business Enterprise ("LBE") subcontracting participation requirement with respect to the Services, as defined further herein; and

WHEREAS, approval for the Agreement was obtained on July 7, 2025 from the Civil Service Commission under PSC number DHRPSC0005373 which authorizes the award of multiple agreements, the total value of which cannot exceed $80,000,000 and the individual duration of which cannot exceed 5 years; and

WHEREAS, the City's Public Utilities Commission approved this Agreement by 26-0014 on July 14, 2026 in the amount of $20,000,000 for five (5) years ; and

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WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

WHEREAS, the Department will file Ethics Form 126f4 (Notification of Contract Approval) within five days of execution of the Agreement because this Agreement has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

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WHEREAS, the City's [Board of Supervisors] approved this Agreement by [insert resolution number] 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

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 "Appendices" means the appendices listed in Article 14 ("Appendices") herein.

1.3 "Artificial Intelligence" or "Artificial Intelligence Model" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4 "Artificial Intelligence System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5 "City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and the SFPUC.

1.6 "City Data" means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

1.7 "CMD" means the Contract Monitoring Division of the City.

1.8 "Confidential Information" means confidential City information including, but not limited to, personal 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. Confidential Information includes, without limitation, City Data.

1.9 "Contractor" means LEE, Inc., 28 Geary St. #525, San Francisco, CA 94108.

1.10 "Deliverable Data" means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.11 "Deliverables" means Contractor's or its subcontractors' work product, including any partially completed work product and related materials, 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.

1.12 "Effective Date" means the Effective Date stated in the Notice of Contract Award issued by the SFPUC once this Agreement has been fully approved and executed.

1.13 "Generative Artificial Intelligence" means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence's training data.

1.14 "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.

1.15 "Party" and "Parties" means City and Contractor either individually or collectively.

1.16 "Personal Identifiable Information (PII)" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.17 "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 **Term.** The term of this Agreement shall commence on the Effective Date and expire five years later, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** City has the option to renew the Agreement for a period of two (2) additional years. City may exercise this option at City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions.**

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 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.

3.1.2 **Maximum Costs.** 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 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."

3.2 **Authorization to Commence Work.** Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of services.

3.3 **Compensation.**

3.3.1 **Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Twenty Million Dollars** (**$20,000,000),** the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments until City approves the Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 **Withhold Payments.** If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, City may withhold any and all payments due to 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 **Invoicing.** Contractor shall invoice the City for the Services provided under this Agreement on a timely basis, and in no event later than 30 days after delivery of the Services or as specified in Appendix B, Calculation of Charges, except for the last invoice of the fiscal year which must be submitted within 15 days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller, the SFPUC, and City and include a unique invoice number and a specific invoice date. At the option of City, Contractor may be required to submit invoices directly in SOLIS. For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **LBE Payment and Utilization Tracking System.** LBE Subcontracting Participation Requirements apply to this Agreement. Contractor shall: (a) within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to City's Supplier Portal Payment Module with each payment request may result in the withholding of twenty (20%) of subsequent payments due. Self-Service Training is located at this link: https://sfcitypartner.sfgov.org/pages/training.aspx.

3.3.6 **Reserved (Grant Funded Contracts).**

3.3.7 **Payment Terms**.

(a) **Payment Due Date.** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment

is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms).**

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of 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.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 **Payment of Prevailing Wages.**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into 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, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement ("OLSE") and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

3.6.3 **Subcontract Requirements.** Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered

Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

3.6.4 **Job Site Notices and Records.** Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 **Payroll Records.** Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their 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 perform 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 City and its authorized representatives.

3.6.6 **Certified Payrolls.** Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to City using OLSE's certified payroll reporting system. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to City.

3.6.7 **Compliance Monitoring.** Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.

3.6.8 **Remedies.** Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract 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 the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. 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.

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 City are not authorized to request, and City is not required to compensate for Services beyond those stated.

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, 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.

4.3 **Subcontracting.** 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below in Appendix B-1, Fee Schedule. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

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 is an independent contractor and is wholly responsible for the manner and means by which

it performs the Services and work required under this Agreement. Contractor, including its agents and employees, will not represent or hold itself/themselves out to be employees of City at any time. 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 is liable for its acts and omissions. 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 of its agents or employees. 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 Section 4.4. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.4, 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 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 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 hold 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 Section 4.4.

4.5 **Assignment.** The 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.

4.6 **Reserved. (Liquidated Damages)**

4.7 **Reserved (Performance Bond).**

4.8 **Reserved (Fidelity Bond or Crime Insurance).**

4.9 **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded 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 **$1,000,000** each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Insurance, 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 **$5,000,000** for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) **Reserved (Technology Errors and Omissions Insurance).**

(f) **Reserved (Cyber and Privacy Insurance)**.

(g) **Reserved (Pollution Liability Insurance).**

5.1.2 **Additional Insured.**

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and its Officers, Agents, and Employees.

(c) **Reserved (Pollution Additional Insured Endorsement).**

5.1.3 **Waiver of Subrogation.** The Workers' Compensation Insurance policy(ies) shall include a waiver of subrogation in favor of City for all work performed by the Contractor, and its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

(a) The Commercial General 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.

(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 as Primary Insurance).**

5.1.5 **Other Insurance Requirements**.

(a) Thirty (30) days' advance written notice shall be provided to 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 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, be maintained for a period of three (3) 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 City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, 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 including additional insured and waiver of subrogation status, as required, 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 and its officers, agents, and employees, and the Contractor as additional insureds and waive subrogation in favor of City, where required.

5.2 **Indemnification.**

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against, any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify, defend, and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CONTRACT NOT TO EXCEED AMOUNT," 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 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. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of City to

the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by City to enable 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 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 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 ("Notice of Termination"). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective ("Termination Date").

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 affect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the 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) Completing performance of any Services that City requires Contractor to complete prior to the Termination Date.

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

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

(f) Taking such action as may be necessary, or as 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 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 provided prior to the Termination Date, for which City has not already made 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 and returning material or equipment delivered to City or otherwise disposed of as directed by City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such 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, 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 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 **Payment Obligation.** City's payment obligation under Section 8.1, "Termination for Convenience," 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.		
4.5	Assignment	10.3.6	Alcohol and Drug-Free Workplace
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 the Services or 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 (10) days after written notice thereof from City to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to City, 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, reorganization or arrangement, 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 **Default Remedies.** 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 arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also 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 City.

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 in accordance with 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 Section 8.4, "Rights and Duties upon Termination or Expiration," 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	8.2.2	Default Remedies
		9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
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. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, 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, any partially completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to 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 its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

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/%20.

10.2 **Governmental Conduct Related Contractual Obligations.**

10.2.1 **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 City if it becomes aware of any such fact during the term of this Agreement.

10.2.2 **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 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.

10.2.3 **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 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 (12) months after the date 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 ten percent (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.

10.3 **Employment Related Contractual Obligations.**

10.3.1 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of San Francisco Administrative Code Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least **20%** 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.

10.3.2 **Minimum Compensation Ordinance.** San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.3.3 **Health Care Accountability Ordinance.** San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 121.3 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 Article 121, 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 Article 121. 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.

10.3.4 **First Source Hiring Program.** Contractor must comply with all of the applicable 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.

10.3.5 **Reserved (Working with Minors).**

10.3.6 **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.

10.3.7 **Nondiscrimination in Contracts.** Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require

all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.3.8 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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 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 Article 131.2.

10.4 **Environmental Related Contractual Obligations.**

10.4.1 **Reserved (Packaged Water Prohibition).**

10.4.2 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), 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.

10.4.3 **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.

10.4.4 **Reserved (Sugar-Sweetened Beverage Prohibition).**

10.5 **Reserved (Slavery Era Disclosure).**

10.6 **Reserved. (Nonprofit Contractor Obligations).**

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:	Cheryl Sperry Administrative Service Manager San Francisco Public Utilities Commission 525 Golden Gate Ave, San Francisco, CA 94102 CSperry@sfwater.org 209-989-2529

To Contractor:	Les Chau Contract Manager LEE, Inc. 28 Geary St. #525, San Francisco, CA 94108 lchau@leei.com 415-370-8050

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Laws Requiring Access for People with Disabilities.**

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology ("ICT") and/or Services provided under this Agreement.

11.2.3 **Reserved. Web and Mobile Content Accessibility**

11.3 **Incorporation of Recitals.** The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's performance of Services, and City's payment may be subject to the California Public Records Act, (California Government Code § 7920.000 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 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 twenty percent (20%).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. The city may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against City until a written claim therefor has been presented to and rejected by 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 without regard to conflict of law provisions. 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 Agreement including the Appendices, 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 City's Charter, codes, ordinances and duly adopted rules and regulations of City and of all state, and federal laws in any manner applicable to 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.** If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between City's terms and Contractor's terms, City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

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 any City Data under this Agreement, and in no event later than twenty-four (24) hours after Contractor 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 City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by City to Contractor, independent of where City Data is stored.

11.15 **No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

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 **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 (Payment Card Industry ("PCI") Requirements).**

13.3 **Reserved (Business Associate Agreement).**

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, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. 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 and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Use of Generative Artificial Intelligence in Deliverables.** Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 **Disposition of City Data.** Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, 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 the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. 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. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. 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.

13.7 **Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 **Appendices.** The following appendices ("Appendices" in the plural and each an "Appendix" in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

A: Scope of Services

B: Calculation of Charges

B-1: Fee Schedule

Article 15 MacBride And Signature

15.1 **MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code Chapter12F 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 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

Recommended by:

_____

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Date: _____

Approved as to Form:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

Date: _____

Approved:
Sailaja Kurella
Director of the Office of Contract Administration,
and Purchaser

By: _____
Name:_____

Date: _____

CONTRACTOR

LEE, Inc.

_____

Ellen Lee
President

Date: _____

City Supplier Number: **0000003213**

Appendix A - Scope of Services

1. Project Description

The primary role of the Contractor will be to perform specialized and technical services in the following service categories:

1. Water Services
2. Power Services
3. Operations and Management Services

2. Description of Services

The following is a detailed description of the tasks that may be requested under this contract.

TASK 1 WATER SERVICES

a. Water Supply, Storage, Delivery, and Transport Services
   i. Hydrologic and hydraulic modeling;
   ii. Power scheduling hourly optimization tools;
   iii. Integrating spatial snow products into hydrologic modeling;
   iv. Probable maximum flood studies and/or dam break analysis;
   v. Dam and appurtenance assessment including concrete gravity dams and earthen fill dams;
   vi. Valve condition assessment;
   vii. Dam instrumentation and monitoring programs;
   viii. Inundation mapping;
   ix. Emergency planning;
   x. Structural and geotechnical assessments;
   xi. Climatologic analyses;
   xii. Water source and supply alternative analyses;
   xiii. Perform site-specific water use and conservation potential analysis;
   xiv. Hydrogeology;
   xv. Climate change analyses;
   xvi. Water delivery, pipeline and tunnel inspections, planning, technical memos and reports;
   xvii. Corrosion control services;
   xviii. Supply and flow metering;
   xix. Supply loss analyses;
   xx. Emergency operation planning;
   xxi. Water system maintenance planning; and
   xxii. Operations and performance analyses.

b. Water Quality Services
   i. Water quality planning;

ii. Water quality data management;
iii. Process engineering and sanitary surveys;
iv. Contaminant warning system implementation;
v. Drinking water regulatory requirements and compliance;
vi. Standard Operating Procedure development; and
vii. Other unspecified water quality support;
viii. Source Water Protection
    1. Watershed management; and
    2. Limnology and reservoir management including algaecide application.
ix. Distribution
    1. Cross-connection studies;
    2. Premise plumbing and consumer complaint investigation;
    3. Bacteriological re-growth control; and
    4. Disinfection byproducts control.
x. Monitoring
    1. Water sampling strategies and plan review;
    2. Sample collection;
    3. Laboratory support and trouble-shooting;
    4. Water quality methods development;
    5. Waterborne disease monitoring; and
    6. Quality assurance and control.
xi. Receiving Waters
    1. National Pollutant Discharge Elimination System (NPDES) discharge permit environmental compliance; and
    2. Toxicity testing; and pretreatment strategies.

c. Water Treatment and Wastewater Treatment Services
i. Water and wastewater treatment plant operations improvements;
ii. Optimization analyses and training;
iii. Treatment strategy options analyses;
iv. Collection systems evaluations;
v. Improvement, maintenance, and process optimization studies;
vi. Automation and efficiency surveys;
vii. Assessment and troubleshooting of instrumentation and control settings;
viii. pH adjustment processes;
ix. Coagulation and filtration processes;
x. Operation, optimization, and management of disinfection processes including ozone, chlorine, chloramines, chlorine dioxide and UV;
xi. Analyses related to disinfection by-products;
xii. Chemical delivery, feed, and transportation methods analyses;
xiii. Chemical supply availability analyses; chemical mixing and fluid

mechanics;

xiv. Hydraulic modeling;

xv. Quality assurance and quality control strategies; and

xvi. Regulatory requirements and compliance.

d. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 2 POWER SERVICES

a. Powerhouse Power System Equipment: Support for programming, testing, maintaining all powerhouse power system equipment, including but not limited to all excitation equipment, governor equipment, motor control centers, main control boards, circuit breaker panels, and switchgear. Services will include engineering planning services (limited to investigations, studies, condition assessment, and needs assessment). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

b. Controls/Communications Equipment

   i. These devices include but are not limited to Generator Owner/Operator and Transmission Owner/Operator regulatory testing; managed and unmanaged network switches, routers, programmable logic controllers, Remote Terminal Units, secure computer access at remote sites.

   ii. Supervisory Control and Data Acquisition (SCADA) equipment, including servers, Power over Ethernet devices, 5.8GHz, 6GHz, and 11GHz microwave radios, dishes, waveguide, battery systems, and Network Monitoring Systems. Services will include engineering planning services (limited to investigations, studies, condition assessments, and needs assessment). These services will include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

c. Transmission and Distribution System Equipment

   i. Support for programming, testing, maintaining all transmission system equipment (switchyards, substations, transmission conductor/towers, etc.). Services will include engineering planning services (investigations, studies, alternatives analyses, conceptual engineering). These services include cleaning, testing, troubleshooting, commissioning, startup, programming, program modification, as-built documentation, and assisting in development of maintenance programs for all above mentioned equipment.

d. Engineering maintenance support of power assets including protection and communication assets.
e. Engineering planning services (limited to investigations, studies, condition assessment, and needs assessment).

TASK 3 OPERATIONS AND MAINTENANCE SERVICES

a. Management Improvement Services
    i. Knowledge management;
    ii. Succession planning;
    iii. Staff development and training, documentation and analyses of procedures, interactions, and efficiencies;
    iv. Performance measures development;
    v. Productivity improvement analysis;
    vi. Increased use of technology to improve reliability and efficiency;
    vii. Developing operations and maintenance costs of facilities;
    viii. Benchmarking;
    ix. Strategic business planning;
    x. Operations planning;
    xi. Sustainability planning and analyses;
    xii. Risk management and assessment;
    xiii. Financial condition assessment;
    xiv. Records, data, and document management;
    xv. Regulatory compliance support;
    xvi. Database development;
    xvii. Presentation organization and delivery;
    xviii. Improving communications and working relationships with regulators, community members, customers, and other stakeholders;
    xix. Addressing public access to data and databases, summary reports, technical memorandum, and publications;
    xx. Customer and stakeholder education and outreach;
    xxi. Development and support for workforce and candidate development and outreach programs to ensure availability of qualified candidates; and
    xxii. Development and support for programs to improve the corporate culture in ways that will support long-term performance and productivity.
b. Asset Management Services
    i. Business planning: to include Business Process, Standard Operating Procedures Development and Asset Management Policy Development, Strategic Asset Management Planning (SAMP) development. Development of Asset Type or Category

specific plans;

ii. Technical services, strategies related to operations and corresponding computerized maintenance management system support; to include the addition, removal and re- casting of current asset registries and data, interface with support Asset Management Services/Engineering/Surveying software (Building Information Modeling software, Geographic Information System software, Mobile platforms etc.);

iii. Technical services, planning, and strategies related to maintenance, repair, replacement, construction, and improvement of major assets of water and hydroelectric systems {i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, control rooms, corporation yards, dams, reservoirs, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences);

iv. Fleet and equipment management, including integration with Global Positioning Systems, refueling systems, that improves maintenance decisions and strategies;

v. Cost estimating, condition assessment, and financial and capital planning as well as other support tools that may include hazard studies, failure modes, effects, and analysis;

vi. Value assessment and analyses;

vii. Useful life and life cycle analyses and assessment that can be used to assist in fiscal / investment strategies;

viii. Inventory analyses;

ix. Vulnerability analyses and risk mitigation strategy development;

x. Facility optimization and documentation; and asset performance monitoring;

xi. Preventive and routine operations and maintenance planning; condition assessment, performance monitoring and assessment;

xii. Automation and efficiency systems and analysis;

xiii. Assessment and troubleshooting of Supervisory Control and Data Acquisition and communication assets, including recommendations to address obsolete technology;

xiv. Architect and advance new and existing Geographic Information Systems databases to improve data management and knowledge transfer by both office and field operations staff; and

xv. Support facility condition assessment, risk analysis, and assist with project prioritization for development of the Water Enterprises' 10-year Capital Improvement Project funding

request.

c. Specialized Technical Operation/Maintenance Services
    i. Inspection of water storage facilities (concrete, earth and rock-filled);
    ii. Metallurgical and welding technology and inspection;
    iii. Improvements to meet power regulatory physical or cyber requirements;
    iv. Instrumentation and process control;
    v. Process analysis;
    vi. Material testing;
    vii. Acoustical and vibration analysis;
    viii. Pipeline inspection & monitoring services;
    ix. Pipeline structural analysis; and
    x. Bridge and road safety inspection.
d. Land Management Services
    i. Right of Way (ROW) management and maintenance planning;
    ii. Encroachments removal analyses;
    iii. Surveying;
    iv. Support for development and review of Wildfire Management Plan;
    v. Quarry and mining management and expertise;
    vi. Vegetation and tree management strategies;
    vii. Mowing and clearing strategies;
    viii. Land acquisition analysis;
    ix. ROW access strategies;
    x. Parcel management;
    xi. Improved record-keeping on encroachments and correspondence relative to ROW use;
    xii. Debris removal management;
    xiii. Weed abatement management; and
    xiv. Management of fence, road, and paving maintenance, repair, and replacement.
e. Security, Asset Control, and Emergency Response Services
    i. Development and update of security and emergency operations plans;
    ii. Strategies and analyses of securement/hardening of facilities and sites (e.g., fencing, cover, concealment);
    iii. Intrusion detection and access control of facilities;
    iv. Monitoring locations via Supervisory Control and Data Acquisition;
    v. Crisis management;
    vi. Training, drills, and exercises development and implementation; and
    vii. Identification of materials, equipment, and facility upgrades needed to improve emergency response capabilities.
f. Testing of existing communication (microwave and fiber) equipment.

Environmental and Regulatory Compliance Services for Operations, Hazardous Materials and Waste Service

i. Compliance analyses and audits;
ii. Hazardous materials and waste management and planning;
iii. Soils and groundwater sampling and testing;
iv. Site assessments;
v. Contamination surveys;
vi. Abatement strategies;
vii. Risk assessments;
viii. Regulatory requirements and strategy for operations;
ix. Regulatory agency liaison;
x. Remediation and monitoring;
xi. Permitting and permit compliance for operations;
xii. Industrial hygiene oversight;
xiii. Anticipated operational regulatory controls;
xiv. Underground and above-ground tank requirements;
xv. Hazardous materials planning, storage, transportation, use, removal, manifests, and disposal analyses and strategies;
xvi. Spill response management;
xvii. Spill prevention and countermeasures planning;
xviii. Risk management plans;
xix. Remediation analyses; and
xx. Facility and emergency response and evacuation plans, and training.

g. Health and Safety Services
   i. Occupational Safety and Health Administration policies and procedures interpretation and compliance; code of safe practices development;
   ii. Incident investigation, planning, strategies, and training;
   iii. Worker and equipment safety evaluations;
   iv. Site inspections;
   v. Alternative equipment use analysis; and
   vi. Inspection, documentation, and emergency response consulting.

h. Staff Support
   i. Planning and strategies related to employee life cycles;
   ii. Provide on-site or off-site training for current and new requirements. Current needs include Electrical Safety for Utilities, High Voltage Electrical Safety, NFPA 70E Arc Flash, Antenna & Tower Climbing;
   iii. Monitoring, Protection, and Communication and Control Systems Training: Specialized training for monitoring, protection, communication, instrumentation, and control systems;
   iv. Equipment Safety Training: e.g., Shuttle Lift, Aerial Lift, Forklift, Fall

Prevention, Skid Steer, Pre-trip with Air Break, Qualified Rigger and Hoisting Equipment, Crane Safety Training, National Commission for the Certification of Crane Operators Re- certification, Bucket Truck, Scissor Lift, Overhead Crane, Snow-cat Operations and Winter Survival Training;

v. Regulatory Required Training for Western Electric Coordinating Council and North American Electric Reliability Council Compliance: Training to meet Federal Energy Regulatory Commission power systems reliability requirements including training development, hands-on technical training, and simulation workshops, and regulatory compliance workshops;

vi. Management/Leadership Training: Specialized training to meet departmental goals including such topics as: leadership, communication, mission and vision statement development, conflict resolution, as well as other topics to address specific organizational challenges; and

vii. Other training needs as they are identified.

i. Non-construction safety services, including but not limited to, safety planning services, onsite safety officers, and onsite standby rescue services.

j. Customer Services: including developing and implementing customer community, and stakeholder outreach strategies and activities, customer-satisfaction, participation and awareness surveys and market research, workshops, and administrative improvements; public education outreach and school education on water supplies.

3. Social Impact Partnership

A. Terms and Conditions.

1. Contractor shall provide its Social Impact Partnership (SIP) Commitments during the term of the Agreement. The representations, warranties, and other terms contained in Contractor's SIP Proposal Response Form (SIP Proposal) will be the basis for a SIP Projection Plan and a SIP Annual Work 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. (Capitalized terms not defined herein are defined in SFPUC Social Impact Partnership Rules and Regulations and/or the Request for Proposals).
2. Providing SIP Commitments is a deliverable, zero-dollar task. Contractor may not allocate or include any hours or dollars in Contractor's costs for the services under the Agreement in order to perform or deliver the voluntarily proposed SIP Commitments. 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 the 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 Contractor to additional work beyond the services specified within the Agreement.

3. Contractor shall commence performance of the SIP Commitments promptly after issuance of the Notice of Contract Award (NCA) for the Agreement and SIP kick-off meeting. SIP Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot count towards Contractor's SIP Commitments for the Agreement. If Contractor has established programs or plans that are consistent with the SIP Program Areas described in the Request for Proposals (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 NCA by the SFPUC and after the approval of SIP Projection Plan and Annual Work Plan.
4. Contractor's progress on delivering SIP Commitments must keep pace with Contractor's progress and completion of the underlying contractual term. If the SFPUC's SIP Program team determines that Contractor's delivery of SIP Commitments is 10% or more behind the progress and completion of the underlying contractual term, the City, in its sole discretion, may deem Contractor in breach of the Agreement.
5. Depending on the phase of completion of Contractor's work under the Covered Contract, the City's progressive remedies for Contractor's breach may include, without limitation : (1) Requiring Contractor to submit a corrective action plan; (2) withholding progress payments equal to the amount of undelivered SIP commitments; (3) withholding progress payments from amounts due and owing under the Covered Contract up to 100% of the value of SIP Commitments; (4) assessing actual damages in the amount equal to the total value of undelivered SIP Commitments, plus liquidated damages equal to 10% of the total SIP Commitment value (5) temporarily revoking non-compliant Contractor's eligibility for SIP Commitment bonus points for future Covered Contracts. See SFPUC Social Impact Partnership Rules and Regulations (SIP Rules and Regulations) at Rule 5.
6. If Contractor fails to complete its SIP Commitments, the SFPUC may withhold the value of the uncompleted SIP Commitments and deduct said amount from the sum the SFPUC owes to Contractor for performance of its work. If the SFPUC imposes actual or liquidated damages as a remedy against Contractor for non-compliance, the Controller shall withhold the

damages assessed until such time as either Contractor has conceded to or acquiesced in the assessment or, in the event of an appeal, there is a determination no longer subject to judicial review. The Controller shall then deposit the amount withheld into a special account which shall be created for the sole purpose of receiving such funds. The funds deposited into this account shall be distributed by the Controller in accordance with the original SIP Commitments and by the process set forth in the SIP Rules and Regulations.

7. If Contractor fails to perform any of its SIP Commitments, in addition to the actual damages, the Contractor shall be liable for liquidated damages in an amount equal to 10% of the total value of unmet SIP Commitments.
8. When City amends a Covered Contract that will result in an increase to the Covered Contract amount, the SFPUC will require that the Contractor propose a proportional increase to its SIP Commitments for the Covered Contract. Such increase shall be proportional to the increase to the Covered Contract amount under the amendment. The Contractor must propose how it intends to allocate the proportional increase in its SIP Annual Work Plan. The SFPUC staff will discuss the foregoing revision to the SIP Annual Work Plan with the Contractor after the amendment is approved. Contractor shall be obligated to deliver the increased SIP Commitment(s) at no additional cost to the SFPUC
9. Without in any way limiting the City's other indemnity rights under this Agreement, Contractor shall save, keep, hold harmless, and fully indemnify the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may at any time arise from performance of SIP Commitments. Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract or San Francisco Administrative Code Chapter 21F.

B. Project Team

Les Chau shall serve as the Executive in Charge to manage Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments outlined in the Social Impact Partnership Commitments Table below are delivered to the specific geographic area(s) as specified in the solicitation, ensuring transparency and accountability . The Executive in Charge shall work with the SIP Coordinator, Jennifer Craig, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

C. SIP Commitments.

Contractor shall provide $140,000 in direct financial contributions and $60,000 in volunteer hours. Contractor commits to a minimum total contribution of $200,000

over the term of the Agreement as stated in Contractor's SIP Proposal Response Form and the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

SIP Program Area	Direct Financial Contributions	Volunteer Hours	Volunteer Hour (Fixed rate $150)	Value of Volunteer Hours	Total Contribution
Job Exposure, Training, and Internships	$ 0.00	0	$ 150.00	$ 0.00	$ 0.00
Small Business Support	$ 0.00	0	$ 150.00	$ 0.00	$ 0.00
Public Education	$ 140,000.00	400	$ 150.00	$ 60,000.00	$ 200,000.00
Environment and Community Health	$ 0.00	0	$ 150.00	$ 0.00	$ 0.00
TOTAL COMMITMENTS					$ 200,000.00

D. Beneficiaries.

Contractor must provide its SIP Commitments to properly identified beneficiaries (Beneficiaries or Beneficiary). A Beneficiary must be: (1) a nonprofit public benefit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity; (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment; or (3) entity subject to an order of debarment or suspension under San Francisco Administrative Code Chapter 28. Solely for the purposes of this definition of Beneficiary, the definition of City shall include any other municipal/local, county, state, or federal jurisdiction.

A Beneficiary must be independent of the Contractor and its subcontractor(s) (at any tier) and their respective officers and employees. No Contractor or subcontractor officer or employee or Relative of an officer or employee may own, control, or manage a Beneficiary.

E. Accountability and Deliverables.

Contractor shall provide supporting documentation, including Key Performance Indicators (KPIs), 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:

1. **SIP Work Plans.**

i. SIP Projection Plan.

Contractor must attend a SIP kick-off meeting and develop and submit to the SFPUC a SIP Projection Plan within three months of issuance of the Notice of Contract Award. A SIP Projection Plan is a detailed forecast that estimates the financial and volunteer contributions over the term of the contract.

ii. SIP Annual Work Plan.

A detailed plan outlining the financial and/or volunteer contributions to identified beneficiaries for a defined fiscal year. It specifies the resource allocation to ensure contributions are in alignment with the Projection Plan.

The SFPUC will use the SIP Projection Plan and the SIP Annual Work Plan to assess progress on SIP Commitment delivery regularly throughout the term of the Covered Contract.

2. **SIP Commitments and Reporting.**

Contractors must submit annually a SIP Annual Work Plan, and regular, bi-annual, SIP Program performance reports to the SFPUC.
Contractors shall submit all reports, required documentation, and details regarding key performance indicators to the SFPUC via the online portal (SIP Portal): www.sfpuc.org/SIPreporting.

Reports submitted without corresponding documentation will not be accepted. Contractors must complete reporting at the end of each reporting period, including if there are no activities. Failing to report and/or no response by the specified deadlines will be considered non-compliance and subject the Contractor to corrective action.

The biannual reporting periods are as follows:

Q1/Q2 Biannual Report for SIP Commitments delivered between July 1 to December 31, and all required documentation.
Reporting deadline: January 31.

Q3/Q4 Biannual Report for SIP Commitments delivered between January 1 to June 30, and all required documentation.
Reporting deadline: July 31.

The SFPUC will review all submitted reports and supporting documentation for completion and accuracy, and will contact Contractor regarding any missing information or questions regarding their submissions.

Contractor shall also submit a stand-alone annual newsletter to the SIP Portal, covering the highlights of the year's SIP Commitments, Program Areas, beneficiaries, and associated outcomes for online publication.

Contractors must notify the SFPUC of any staffing changes related to the Contractor's SIP Executive in Charge and the SIP Coordinator within 30 days of a staffing change.

Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the SFPUC SIP Program team.

F. Statements of Understanding.

Contractor understands and accepts that:

1. Contractor is bound by all instructions and requirements in the RFP for the SIP Proposal Response Form and the SIP Rules and Regulations, as may be amended.
2. Contractor's SIP Commitments must directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
3. SIP Commitments must provide support through financial donations and/or volunteer hours to or through Beneficiaries (as that term is defined in Administrative Code Section 21F.2 and SIP Rules and Regulations).
4. SIP Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
5. Contractor must deliver its SIP Commitments at no cost to the SFPUC.
6. Contractor is contractually obligated to deliver the total commitment amount listed in the Social Impact Partnership Commitments Table in the Agreement.

7. Only activities commenced after the first NCA for the Agreement is issued and approval of SIP Projection and Annual Work Plan will count towards the fulfillment of Contractor's SIP Commitments.
8. Contractor is obligated to comply with SFPUC's SIP Commitments reporting requirements.
9. These reporting requirements may be adjusted over the duration of the agreement due to Program and system improvements.

G. Contractor shall provide all of the SIP Commitments, consistent with all of the terms of Contractor's SIP Commitment Table, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and Contractor's SIP Proposal Response Form, the language of this section shall prevail as Contractor's and SFPUC's final mutual understanding and agreement.

4. General Obligations

Each contract awardee will be required to have their Contract Manager participate in a monthly meeting with the HHWP Contract Manager (SFPUC) to review all Task Order assignments. A format for monthly report will be presented to the successful proposers at the Contract kick off meeting. This format will include updates on each Task Order's scope activities, schedule, original budget, and monthly expenditures by firm and LBE compliance reports.

5. Project 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 Contractor. However, 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 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 Contractor's performance of the contract.

6. 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.

7. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be Cheryl Sperry.

8. 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.

9. Task Orders

Performance of the service under the 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 Contract Manager will initially identify tasks and request Contractor to propose a project scope, sub tasks, staffing plan, Local Business Enterprise (LBE) utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B, Calculation of Charges. 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 Contract Manager and Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the Request for Proposals, 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 (NTP) will be issued. Contractor is hereby notified that work cannot commence until Contractor receives a written NTP in accordance with the San Francisco Administrative Code. Any work performed without an NTP will be at Contractor's own commercial risk. The calculations of costs and methods of compensation for all task orders under the Agreement shall be in accordance with Appendix B, Calculation of Charges, and Appendix B-1, Fee Schedule.

Appendix B - Calculation of Charges

As part of Contractor's proposal dated January 27, 2026, 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 Appendix B-1, 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.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1, Fee Schedule, will be the billing rates for the listed individuals. The individual staff billing rate may not exceed the lowest rate charged to any other governmental entity, within the geographic location of the services performed. Billing rates may be adjusted annually. The first adjustment may be made no earlier than the release of the January Consumer Price Index (CPI) increase published in the first calendar year following the proposal due date of January 27, 2026 commencement of the Agreement. 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. Any staff addition billing rate will be limited to $300 per hour increase plus applicable CPI adjustments.

2. Personnel Changes. Any proposed changes to project personnel or staff classification as listed in Appendix B-1, Fee Schedule, must be approved in advance of any work commencing on the project and in writing by the SFPUC Contract Manager. These personnel changes may include but are not limited to:

a. Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;

b. Proposed change of staff classification for existing personnel; and/or

c. Proposed replacement or substitution of any employee listed in Appendix B-1, Fee Schedule, 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.0336.D is **3.11**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1, Fee Schedule. 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. Direct reimbursable expenses (or "other direct costs" (ODCs)) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs must receive written pre-approval from the SFPUC Contract Manager.

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

i. Task-specific out-of-town travel as requested by the SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.

a) Rental vehicle or car share: 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.

b) Personal vehicle use: The SFPUC will pay Contractor on a per mile basis as established by the United States 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, Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. Contractor must submit to the SFPUC an approved mileage log and expense report with its monthly invoices.

c) Project vehicle rental/lease cost, gasoline, tolls and parking. Contractor must request the project vehicle and receive pre-authorization by SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and an expense report are required for consideration of reimbursement. Since auto insurance is already part of the Agreement, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.

ii. Specialty printing ("specialty," as used herein, shall mean large volume printing and color printing and requires prior written approval from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);

iii. Task-related permit fees; and

iv. Expedited courier services when requested by SFPUC staff.

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

i. All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area counties, and travel from Contractor's home office to SFPUC facilities not requested by the SFPUC;

ii. Commute time from Contractor's home office to SFPUC facilities or to Moccasin;

iii. Travel time;

iv. Contractor staff relocation costs;

v. Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;

vi. Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;

vii. All meals, including refreshments and working lunches with SFPUC staff;

viii. Equipment to be used by SFPUC staff;

ix. Office equipment, vehicle purchase and any automotive-related equipment; and

x. Postage and courier services that 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 Contractor's team after obtaining pre-authorization by the SFPUC Contract Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees.

a. Subject to the restrictions in this Section 6;

b. Shall be subject to written pre-approval by Contractor's liaison with the SFPUC;

c. 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 Contract Manager and all work products have been received and approved by the SFPUC Contract Manager, 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, 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. Administrative costs such as preparing for an invoice is considered non-billable.

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 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 10 days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

Appendix B-1
Fee Schedule

Fee Schedule for PUC.PRO.0336: Specialized and Technical As-Needed Services

LEE Incorporated

OVERHEAD AND PROFIT SCHEDULE

(All Proposers to complete)

Firms	Staff Classification/Title	Name of Proposed Staff Person (First Name, Last Name)		Base Rate ($/hour)	Firm's Overhead and Profit Rate (OPR, or "multiplier")	Billing Rate ($/hour, *not to exceed $300/hour*)	Estimated Participation per CMD Form 2 or 2A (% of Contract)	Contribution to Effective Overhead and Profit Rate
[A]	[B]	[C]		[D]	[E]	[F]=[D]x[E]	[G]	[H]=[G]x[E]
LEE Incorporated	Chainman Surveyor	Daniel Allen	Blunt	$70.61	3.20	$225.95	36.4%	1.16
	Civil Engineer -Road, Bridge	Ephrem	Shifa	$81.48		$260.74		
	Electric Engineer	Farman	Robinson	$78.77		$252.06		
	Environmental Engineer	Qingyun (Grace)	Chen	$46.55		$148.96		
	Junior Civil Engineer & Project Coordinator	Haofu (Howard)	Xu	$57.84		$185.09		
	Project Coordinator	Jennifer	Craig	$82.39		$263.65		
	Assistant Surveyor	Joshua	Brown	$57.84		$185.09		
	Senior Hydrogeologist	John	Hoaglund	$77.10		$246.72		
	Civil Engineer, O&M, Facilities	Jung	Kwon	$78.14		$250.05		
	Contract Manager	Les	Chau	$110.00		$300.00		
	Civil and Structural Engineer	Long	Tzeng	$120.00		$300.00		
	Hydrogeologist	Paul	Studmeister	$81.48		$260.74		
	Surveyor, CADD Operator	Peter	Castillo	$56.82		$181.82		
	Project Coordinator	Sarah	Naqvi	$57.84		$185.09		
	Surveyor, CADD Operator	Steve	Cobbledick	$76.04		$243.33		
	Senior GIS Analyst	Steve	Gensler	$53.68		$171.78		
	Principal	Ellen	Lee	$98.16		$300.00		
	Project Engineer	Andres	Uranga	$75.34		$241.09		
	Senior Civil Engineer	Blair	Jackson	$84.46		$270.27		
	Civil Engineer -Water, Wastewater, Pipelines	Pipat	Temiyasathit	$92.38		$295.62		
Applied Technology & Science, A-T-S	Senior Project Manager & Biological Resources and Water Quality Lead	Jeremy	Merckling	$ 70.00	2.70	$189.00	3%	0.08
	Lead Wildlife Biologist & Wildfire Specialist	Russel	Hutto	$ 70.00		$189.00		
	Lead Botanist and Limnology Specialist	Silas	Ellison	$ 60.00		$162.00		
Avila and Associates Consulting Engineers, Inc.	Principal/Project Manager	Cathy	Avila	$ 95.00	3.20	$300.00	3%	0.10
	Principal/Project Manager	Ernie	Avila	$ 95.00		$300.00		
	Environmental Services Manager	Debi	Fanucchi	$ 77.85		$249.12		
	Biologist III	Cynthia	Padula	$ 54.54		$174.53		
	Biologist III	Melissa	Kent	$ 57.20		$183.04		
	Biologist III	Heritiana	Ranarivelo	$ 63.68		$203.78		
	Biologist II	Emma	Mosier	$ 37.10		$118.72		
	Biologist II	Thomas	Brugnara	$ 35.26		$112.83		
	Biologist I	Sebastian	Lee	$ 32.00		$102.40		
	Biologist I	Lewis	Britz	$ 32.00		$102.40		
	GIS Specialist	Kerry	Wilcox	$ 50.42		$161.34		
	GIS Specialist	Maureen	Goff	$ 84.30		$269.76		
	Mechanical Field Engineer	Michale	Lum	$ 50.18		$160.58		
	Senior Engineer	Todd E.	Remington	$ 73.50		$235.20		
	Admin Service Specialist	Eileen	Erwin	$ 76.62		$245.18		
	Assistant Engineer	Katherine	Gwynn	$ 48.50		$155.20		
	Assistant Engineer	Dean	Xerogeanes	$ 41.75		$133.60		
	Project Engineer	Joseph	Ferraro	$ 55.50		$177.60		
	Construction Inspector	Anthony	Barajas	$ 95.99		$307.17		
	Field Contract Administrator	Briana	Bateman	$ 62.62		$200.38		
	Administrative Document Controls Specialist	Alexa	Bolton	$ 47.25		$151.20		
	Administrative Document Controls Specialist	Heather	Boone	$ 47.25		$151.20		
	Administrative Document Controls Specialist III	Briana	Bateman	$ 62.62		$200.38		

Fee Schedule for PUC.PRO.0336: Specialized and Technical As-Needed Services

LEE Incorporated

	Sr Reg Engineer-Electrical	Brian	Clough	99.93		$300.00		
	Project Manager	Lucas	Abraham	92.72		$296.70		
	Sr Reg Engineer-I/C	Troy	Hemny	90.74		$290.37		
	Infrastructure Advisory Leader	William	Williams	158.80		$300.00		
	Principal Consultant	Mathew	Powis	89.59		$286.69		
	Principal Consultant	Clinton	McAdams	89.59		$286.70		
	Managing Director	Marc	Lipski	126.18		$300.00		
	Manager, Consulting	Caitlin	Schell	71.68		$229.38		
	Project Manager	Ben	Wright	126.27		$300.00		
	Sr Reg Proj Eng Mgr	Sarah	Pham	99.52		$300.00		
	Staff Engineer-Civil	Judifth	Kung	76.08		$243.46		
	Project Manager	Jacqueline	Lindgren	88.70		$283.84		
	Sr Reg Engineer-Civil	Bryan	Young	90.60		$289.92		
	Sr Reg Engineer-Chemical	Richard	Hayslett	95.47		$300.00		
	Sr Reg Engineer-Civil	Stephane	Lecina	92.05		$294.56		
	Sr Reg Engineer-Civil	Pablo	Gonzalez-Quesa	92.76		$296.83		
	Sr Reg Engineer	Kristina	Lecina	93.01		$297.63		
	Project Director	Jeff	Bair	128.55		$300.00		
	Lead Reg Engineer-Geotechnical	Dave	Bentler	129.89		$300.00		
Black & Veatch	Sr Engineer-Civil	Marvin	Cones	100.73	3.20	$300.00	28%	0.90
	Lead Reg Engineer-Geotechnical	Greg	Zamensky	127.26		$300.00		
	Sr Reg Engineer-Structural	David	Woodward	104.37		$300.00		
	Project Manager	Tim	Buller	106.23		$300.00		
	Project Manager	Megan	Puncke	100.13		$300.00		
	Sr Reg Engineer-Geotechnical	Patrick	Allen	85.98		$275.14		
	Project Director	Molly	O'Connor	111.26		$300.00		
	Manager, Consulting	Matthew	Snow	71.75		$229.60		
	Sr Reg Engineer-Process	Karen	Dietze	91.61		$293.15		
	Sr Reg Engineer-Chemical	Erin	Briggeman	93.15		$298.09		
	Process Engineering Leader	Nick	Burns	126.74		$300.00		
	Lead Engineer-Process	Chris	Tadanier	113.68		$300.00		
	Sr Reg Engineer-Process	Arun	Subramani	101.34		$300.00		
	Sr Reg Engineer-Process	Adam	Feffer	88.56		$283.39		
	Prop &Proj Exec Coord	Madelyn	Villasenor	40.96		$131.07		
	Project Director	Daniel	Lopez	140.37		$300.00		
	Associate Engineer-Electrical	Nisarg	Rana	66.35		$212.32		
	Sr Reg Proj Eng Mgr	Kevin	Gilton	86.32		$276.22		
	Project Manager	Paul	Kneitz	136.66		$300.00		
	Prop &Proj Exec Coord	Nicole	Sanchez	57.69		$184.61		
Biomaas Inc.	Environmental Compliance Manager	Cullen	Wilkerson	74.39	2.77	$206.06	2%	0.06
	Environmental Compliance, Permitted Biologist	Bill	Stagnaro	70		$193.90		
	Environmental Compliance, Permitted Biologist	Steve	Powell	74.39		$206.06		
						$0.00		
CHAVES & ASSOCIATES	Project Manager & Business Process Analyst	Arlene	Chaves	85	2.50	$212.50	2%	0.05
	Document Control & Project Admin	Elizabeth	Hales	55		$137.50		
	Document Control & Project Admin	Christina	McKenzie	48		$120.00		
	Document Control & Project Admin	Angel	Sanchez	45		$112.50		
	Document Control & Project Admin & First Source	Darlene	Camara	40		$100.00		
	Document Control & Project Admin & First Source	Mohamed	Demagh	40		$100.00		
Dabri, Inc.	Electrical Inspector	Gregory	Nece	$ 98.99	3.20	$300.00	2%	0.06
	Electrical, Instrumentation, and Communications	Jerry	Brys	$ 98.99		$300.00		
	Resident Engineer - Dams/Tunnel	Minh	Nguyen	$ 95.00		$300.00		
	Assistant Resident Engineer	Tony	Lin	$ 88.29		$282.53		
	Cost Estimator	Sunil	Shah	$ 90.00		$288.00		
						$0.00		
Delve Underground	Tunnel Technical Services (Task 3.B.III)	Renée	Fippin	140.13	3.124	$300.00	0.30%	0.01
	Tunnel Technical Services (Task 3.B.III)	Rachel	Martin	149.62		$300.00		
	Task 1.A.XVI (Tunnel Inspection)	Kush	Chohan	113.13		$300.00		
	Cost Estimating (Task 3.B.V)	Troy	Page	135.88		$300.00		
	Task 1.A.X (Structural and Geotechnical Assessments)	Eddie	Birnbaum	86.13		$269.07		
						$0.00		
Galen-CM, Inc.	Capital Planning Consultant	Hailey	Lauer	$ 65.00	2.00	$130.00	3%	0.06
	Asset Management Consultant	Scott	Riley	$ 125.00		$250.00		
	Capital Planning Manager	Jeff	Wasserloos	$ 150.00		$300.00		
						$0.00		
Gravity Engineering	Principal Engineer	Tom	Walker	$ 125.00	2.40	$300.00	2%	0.05
	Project Manager	Kamber	McAllister	$ 95.00		$228.00		
						$0.00		

Fee Schedule for PUC.PRO.0336: Specialized and Technical As-Needed Services

LEE Incorporated

Hazen and Sawyer	Ryan Berg	Ryan	Berg	$ 113.94	3.20	$300.00	5%	0.16
	Gregg Cummings	Gregg	Cummings	$ 121.54		$300.00		
	Matthew Jones	Matthew	Jones	$ 98.27		$300.00		
	Allison Lunde	Allison	Lunde	$ 93.65		$299.68		
	Jeff Powers	Jeff	Powers	$ 105.53		$300.00		
	Jonathan Quebbeman	Jonathan	Quebbeman	$ 108.17		$300.00		
	Matt Thomas	Matt	Thomas	$ 144.23		$300.00		
	Luke Wang	Luke	Wang	$ 101.25		$300.00		
	Megan Rivera	Megan	Rivera	$ 96.83		$300.00		
	Will Farmer	Will	Farmer	$ 74.52		$238.46		
	Jerimy Borchardt	Jerimy	Borchardt	$ 119.33		$300.00		
	Amanda Lopez	Amanda	Lopez	$ 97.50		$300.00		
	Hank Hodde	Hank	Hodde	$ 75.48		$241.54		
	Tony Pulokas	Tony	Pulokas	$ 84.23		$269.54		
	Nicole Blute	Nicole	Blute	$ 132.12		$300.00		
	Matt Valade	Matt	Valade	$ 119.38		$300.00		
	Sean Pour	Sean	Pour	$ 101.83		$300.00		
	Jared Lewis	Jared	Lewis	$ 104.38		$300.00		
	Chris Ramo	Chris	Ramo	$ 89.76		$287.23		
	TJ Lynch	TJ	Lynch	$ 104.04		$300.00		
	Bill Becker	Bill	Becker	$ 126.15		$300.00		
	Dan Askenaizer	Dan	Askenaizer	$ 91.35		$292.32		
	Casey Caldwell	Casey	Caldwell	$ 63.84		$204.29		
	Barney Austin	Barney	Austin	$ 110.77		$300.00		
	Kevin Chapman	Kevin	Chapman	$ 56.92		$182.14		
	Issam Najim	Issam	Najim	$ 144.23		$300.00		
	Liz Crafton	Liz	Crafton	$ 71.30		$228.16		
	Jennifer Coryell	Jennifer	Coryell	$ 109.81		$300.00		
	Amelia Luna	Amelia	Luna	$ 98.56		$300.00		
	Zak Toledo	Zak	Toledo	$ 120.19		$300.00		
	Marc Miller	Marc	Miller	$ 102.50		$300.00		
	Stephanie Bustos	Stephanie	Bustos	$ 99.62		$300.00		
	Mel Myden	Mel	Myden	$ 89.42		$286.14		
	Rebecca Andrus	Rebecca	Andrus	$ 72.79		$232.93		
	Alan Mlakar	Alan	Mlakar	$ 97.21		$300.00		
	Yifan Zhang	Yifan	Zhang	$ 91.63		$293.22		
	Sean Zhang	Sean	Zhang	$ 98.70		$300.00		
	Scott Arends	Scott	Arends	$ 102.31		$300.00		
	Rich Wildman	Rich	Wildman	$ 88.46		$283.07		
	Alex Thamel	Alex	Thamel	$ 73.56		$235.39		
	Ross Mullins	Ross	Mullins	$ 73.08		$233.86		
						$0.00		
McGovern McDonald Engineers	Principal	Patricia	McGovern	110	3.16	$300.00	3%	0.09
	Principal	Steve	McDonald	130		$300.00		
	Senior Engineer	Vinod	Badani	160		$300.00		
	Senior Engineer	Loren	Weinbrenner	110		$300.00		
	Senior Engineer	Joe	Reichenberger	112		$300.00		
	Project Engineer	Priscilla	Bloomfield	82		$259.12		
	CAD Designer	Mark	Davis	67		$211.72		
	Field Specialist / Drone Pilot	Berti	Benbanaste	80		$252.80		
	Field Specialist / Drone Pilot / Surveyor	Brad	Smith	86		$271.76		
						$0.00		
Tanner Pacific Inc.	Principal	John	Mahoney	$ 135.00	3.20	$300.00	0.30%	0.01
	Senior Owner's Advisor/Project/Construction Manager	Jonathan	Tristao	$ 147.00		$300.00		
	Senior Owner's Advisor/Project/Construction Manager	Alfred	Pedroza	$ 115.00		$300.00		
	Sr. Project Controls/Analyst	Joe	Henson	$ 95.00		$300.00		
	Owner's Advisor/ Project/Construction Manager	Youseff	Elkassis	$ 88.55		$283.36		
	Sr. Owner's Advisor/Project Engineer	Freddy	Ghosn	$ 76.00		$243.20		
	Owner's Advisor/Project Engineer	Andre	Belanich	$ 70.00		$224.00		
	Asst. Owner's Advisor/Project Engineer	Ben	Pare	$ 60.00		$192.00		
						$0.00		

Fee Schedule for PUC.PRO.0336: Specialized and Technical As-Needed Services

LEE Incorporated

	Senior Consultant 8	Bill	Croyle	$ 175.00		$300.00		
	Senior Consultant 8	Dan	Wade	$ 131.76		$300.00		
	Senior Consultant 8	Alberto	Pujol	$ 128.16		$300.00		
	Senior Consultant 8	Dave	Gutierrez	$ 125.00		$300.00		
	Senior Consultant 8	Gary	Lippner	$ 125.00		$300.00		
	Senior Consultant 8	Donghai	Wang	$ 122.72		$300.00		
	Senior Consultant 8	Sharon	Tapia	$ 120.20		$300.00		
	Senior Consultant 8	Len	Sansone	$ 111.12		$300.00		
	Senior Consultant 8	Chris	Petersen	$ 108.24		$300.00		
	Senior Consultant 8	Chris	Smith	$ 108.20		$300.00		
	Senior Consultant 8	Simon	Gray	$ 106.64		$300.00		
	Senior Consultant 8	Mark	Fortner	$ 104.48		$300.00		
	Senior Professional 7	Mark	Martin	$ 100.04		$300.00		
	Senior Professional 7	Ron	Berry	$ 96.88		$300.00		
	Senior Professional 7	Michael	Conant	$ 95.10		$300.00		
	Senior Professional 7	Kwabena	Asante	$ 95.01		$300.00		
	Senior Professional 7	Kris	Van Sant	$ 93.64		$299.65		
	Senior Professional 7	Krishna	Amirineni	$ 92.06		$294.59		
	Senior Professional 7	Chris	Stransky	$ 91.40		$292.46		
	Senior Professional 7	John	Rudolph	$ 88.86		$284.34		
	Senior Professional 7	Rebecca	Verity	$ 86.53		$276.89		
	Senior Professional 7	Eric	Htain	$ 81.20		$259.85		
	Senior Professional 7	Craig	Wolfe	$ 58.61		$187.57		
	Senior Professional 6	Jon	Kaminsky	$ 81.04		$259.32		
	Senior Professional 6	Chris	Kissick	$ 80.04		$256.12		
	Senior Professional 6	Wendy	Slepian	$ 79.83		$255.46		
	Senior Professional 6	Eduardo	Cerna Alvarez	$ 75.00		$240.02		
GEI Consultants, Inc.	Senior Professional 6	Zachary	Chapman	$ 70.18	**3.20**	$224.57	10%	0.32
	Senior Professional 6	Jenn	Gross	$ 85.24		$272.76		
	Senior Professional 5	Scott	Yehl	$ 68.68		$219.78		
	Senior Professional 5	Caleb	Stewart	$ 67.52		$216.05		
	Senior Professional 5	Julie	De Barros	$ 65.98		$211.13		
	Senior Professional 5	Matt	Moua	$ 56.62		$181.18		
	Senior Professional 5	Alejandro	Reyes	$ 48.92		$156.55		
	Senior Professional 5	Luke	Gervase	$ 48.92		$156.55		
	Senior Professional 5	Yi	Shen	$ 70.01		$224.04		
	Project Professional 4	Nicholas	Paull	$ 61.03		$195.29		
	Project Professional 4	Jennifer	Buchanan	$ 58.24		$186.37		
	Project Professional 4	Mary	Tesche	$ 56.78		$181.71		
	Project Professional 4	Casey	Phradichith	$ 55.54		$177.72		
	Project Professional 4	Sean	Storey	$ 55.04		$176.12		
	Project Professional 4	Lane	Klansek	$ 54.08		$173.06		
	Project Professional 4	Nicole	Cholewinski	$ 53.25		$170.39		
	Project Professional 4	Marcine	Severn	$ 48.88		$156.42		
	Project Professional 3	Hamid	Ganji	$ 48.51		$155.22		
	Project Professional 3	Pauline	Espinoza	$ 47.51		$152.02		
	Project Professional 3	Amanda	Ibara	$ 46.38		$148.43		
	Project Professional 3	Perla	Lyon	$ 45.05		$144.17		
	Project Professional 3	Kelcey	Chung	$ 45.01		$144.04		
	Project Professional 3	Jessica	Weidenfeld	$ 42.52		$136.05		
	Project Professional 3	Justin	Bunch	$ 40.10		$128.33		
	Staff Professional 2	Diya	Joy	$ 40.02		$128.06		
	Staff Professional 2	Devin	Reina	$ 40.10		$128.33		
	Staff Professional 2	Indrani	Chattopadhyay	$ 50.42		$161.34		
	Staff Professional 1	Isabella	Long	$ 39.02		$124.86		
	Staff Professional 1	Connor	Holman	$ 31.03		$99.31		

Effective Project Overhead & Profit Rate (EOPR): **3.11**

Maximum Allowable Effective Project Multiplier = 3.20