File No. 260952 **Committee Item No.** 9
Board Item No. 17

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** September 30, 2026
Board of Supervisors Meeting **Date** October 6, 2026

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Completed by: Brent Jalipa **Date** September 24, 2026
Completed by: Brent Jalipa **Date** October 1, 2026

[Professional Services Agreement - Jacobs Engineering Group, Inc. - PRO.0336.B, Specialized and Technical As-Needed Services - Not to Exceed $20,000,000]

Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute Contract No. PRO.0336.B, Specialized and Technical As-Needed Services, with Jacobs Engineering Group, Inc., to assist the Hetch Hetchy Water and Power division with as-needed operations and maintenance support, including asset management services, capital planning engineering services that are limited to condition assessment, needs assessment, and capital plan development for the Water Enterprise, for assets spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area, for an amount not to exceed $20,000,000 for a period of five years, beginning January 2027, through December 2031, with one two-year option to extend exercisable at the sole discretion of the SFPUC, pursuant to Charter, Section 9.118.

WHEREAS, The San Francisco Public Utilities Commission (SFPUC), Hetch Hetchy Water and Power division, requires the assistance of consultants with specialized technical expertise to assist the SFPUC with as-needed operations and maintenance support, including asset management services and capital planning engineering services; and

WHEREAS, It is necessary to procure the services of up to four qualified consulting firms to provide specialized and technical support to supplement SFPUC staff; and

WHEREAS, The SFPUC has previously procured and continues to procure these services through as-needed contracts with multiple consultants to ensure access to the broad range of specialized expertise required for the scope of services and facilitate timely

preparation of deliverables by distributing work across multiple consultants in support of project schedules; and

WHEREAS, On December 3, 2025, the SFPUC advertised a Request for Proposals for as-needed operations and maintenance support; and

WHEREAS, The contract work location will be the Hetch Hetchy Water and Power Project, for assets extending from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area; and

WHEREAS, The CMD established a 20% Local Business Enterprise (LBE) subconsultant participation requirement for this contract and Stantec Consulting Services, Inc.; Jacobs Engineering Group, Inc.; AECOM Technical Services; and LEE Inc., have each committed to a 20%, 21%, 27%, and 20% LBE subcontractor participation respectively; and

WHEREAS, On July 14, 2026, by Resolution No. 26-0114, the SFPUC Commission awarded Contract Nos. PRO.0336 A-D, Specialized and Technical As-Needed Services, to Stantec Consulting Services, Inc. (PRO.0336.A); Jacobs Engineering Group, Inc. (PRO.0336.B); AECOM Technical Services, Inc. (PRO.0336.C); and LEE, Inc. (PRO.0336.D), each for an amount not-to-exceed $20,000,000, and with a duration of five years, January 2027, through December 2032**,** to assist the Hetch Hetchy Water and Power division with as-needed operations and maintenance support, including asset management services, and capital planning engineering services that are limited to condition assessment, needs assessment, and capital plan development for the Water Enterprise, for assets spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area, conditioned on Board Supervisors' approval under San Francisco Charter Section 9.118; and

WHEREAS, Funds for Contract No. PRO.0336 A-D, Specialized and Technical As-Needed Services, will be available from current and future appropriations to Hetch Hetchy Water and Power Operating, Programmatic and Capital budgets; and

WHEREAS, Charter Section 9.118(b) requires Board of Supervisors' approval by Resolution of any contract extending longer than 10 years or costing the City $10,000,000 or more; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Agreement contained in File No. 260952; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the General Manager of the SFPUC to execute Contract No. PRO.0336.B, Specialized and Technical As-Needed Services, with Jacobs Engineering Group, Inc., to provide as-needed operations and maintenance support, including asset management services, and capital planning engineering services for an amount not to exceed $20,000,000 for a period of five years, beginning January 2027, through December 2031, with one two-year option to extend exercisable at the sole discretion of the SFPUC; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes SFPUC to make any modifications to the Agreement, that the SFPUC determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Agreement, and are in compliance with all applicable laws, including the San Francisco Charter; and, be it

FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by all parties, the SFPUC shall submit to the Clerk of the Board of Supervisors a completely executed copy of the Agreement for inclusion in File No. 260952; this requirement and

obligation reside with the Department, is for the purposes of having a complete file only, and in no manner affects the validity of the approved Agreement.

Items 7-10 Files 29-0950, 29-0951, 29-0952, 29-0953	Department: Public Utilities Commission

• EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolutions would approve four as-needed professional services contracts to provide technical support for SFPUC's Hetch Hetchy Water and Power operations and capital programs. Each contract would have a not-to-exceed amount of $20 million, and an initial five-year term estimated to begin in January 2027 and end in December 2031, with an option to extend for two additional years. The four contractors are Stantec Consulting Services, Inc. (File 26-0950), AECOM Technical Services, Inc. (File 26-0951), Jacobs Engineering Group, Inc. (File 26-0952), and LEE, Inc. (File 26-0953).

Key Points

- SFPUC conducted a competitive solicitation process in December 2025 to select up to four firms to provide as-needed professional services contracts for the Hetch Hetchy Water and Power Division The four highest-ranked proposers — Stantec Consulting, AECOM Technical Services, Jacobs Engineering Group, and LEE, Inc — were selected for contract awards.
- The contracts would provide technical support for Hetch Hetchy Water and Power operations and capital programs. All four have generally the same scope, but SFPUC would assign task orders based on contractor expertise, availability, Local Business Enterprise (LBE) participation goals, and remaining capacity. No contractor is guaranteed a minimum amount of work.
- Staff will monitor contractor performance through monthly meetings; review of task-order deliverables, schedules, costs, staffing, administrative performance, and LBE participation; and formal evaluations at the completion of each task order and contract.

Fiscal Impact

- The four contracts have a combined not-to-exceed amount of $80 million, equivalent to an average annual contract capacity of $16 million over the five-year term. Funding will be encumbered through individual task orders as project needs arise. The contracts will be funded by Hetch Hetchy Water and Power capital and operating funds.

Recommendations

- Amend the proposed resolutions to correct the anticipated contract end date from December 2032 to December 2031 and disclose SFPUC's option to extend each contract by up to two years and approve the resolutions, as amended.

MANDATE STATEMENT

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

BACKGROUND

In December 2025, the San Francisco Public Utilities Commission (SFPUC) issued a Request for Proposals (RFP) to select up to four firms to provide as-needed professional services contracts for the Hetch Hetchy Water and Power Division. Services include asset management and capital planning engineering services, including condition assessments, needs assessments, and capital plan development for Water Enterprise assets extending from O'Shaughnessy Reservoir in Yosemite National Park to Newark and Sunol in the San Francisco Bay Area.

SFPUC received six proposals. An evaluation panel of four members[1] reviewed and scored each submission based on a technical written proposal (up to 995 points), Diversity, Equity, and Inclusion (DEI) Submittal Evaluation Scores (up to 5 points), and Social Impact Partnership (SIP) Proposal Evaluation Scores (up to 49.75 bonus points), for a maximum possible score of 1,049.75 before any applicable CMD rating bonus. Eligible proposers could receive an additional rating bonus applied to their combined technical and DEI scores if the Contract Monitoring Division determines that prime contractors are Local Business Enterprises per Administrative Code Chapter 14B. Following the scoring process, the SFPUC selected the four highest ranked proposers to receive contract awards: (1) Stantec Consulting Services, Inc., (2) Jacobs Engineering Group, Inc. (3) AECOM Technical Services, Inc. (AECOM), and (4) LEE Inc. Exhibit 1 below shows the score and ranking of each proposer.

[1] The evaluation panel included two SFPUC managers with expertise in utility vegetation management and water, groundwater, civil, and environmental engineering; the CEO of the Tuolumne County Sonora Area Foundation, with expertise in community relations; and the Recreation Department Manager and Agency Director for the Turlock Irrigation District and Don Pedro Recreation Agency, with expertise in public administration, budgeting, and recreation management.

Exhibit 1: Request For Proposals Score Summary

Evaluation Phase	Stantec Consulting Services, Inc.	Jacobs Engineering Group, Inc.	AECOM Technical Services, Inc.	LEE, Inc.	Mott MacDonald Group, Inc.	GFT Infrastructure, Inc.
Technical Written	882	868	881	851	861	822
DEI Submittal	5	5	5	5	5	5
CMD Bonus Points	0	0	0	17	0	0
SIP Bonus Points	42	50	33	31	28	35
Total	**929**	**922**	**919**	**904**	**895**	**863**
Rank	**1**	**2**	**3**	**4**	**5**	**6**

Source: SFPUC
Note: Totals may not add due to rounding.

On July 14, 2026, the SFPUC Commission awarded four as-needed specialized and technical services contracts, subject to Board of Supervisors approval under Charter Section 9.118. The contracts were awarded to Stantec Consulting Services, Inc. (PRO.0336.A), Jacobs Engineering Group, Inc. (PRO.0336.B), AECOM Technical Services, Inc. (PRO.0336.C), and LEE, Inc. (PRO.0336.D). Each contract has a not-to-exceed amount of $20 million and an initial term of five years, estimated to begin in January 2027 and end in December 2031, with an option to extend for two additional years. These contract terms are consistent with the RFP used to procure these vendors.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would approve four as-needed professional services contracts to provide specialized and technical support for SFPUC's Hetch Hetchy Water and Power operations and capital programs. Each contract would have a not-to-exceed amount of $20 million, and an initial five-year term estimated to begin in January 2027 and end in December 2031, with an option to extend for two additional years. The four contractors are Stantec Consulting Services, Inc. (File 26-0950), AECOM Technical Services, Inc. (File 26-0951), Jacobs Engineering Group, Inc. (File 26-0952), and LEE, Inc. (File 26-0953).

The proposed resolutions should be amended to state that each contract has an initial five-year term anticipated to end in December 2031, rather than December 2032, and to disclose SFPUC's option to extend each contract for up to two additional years.

SFPUC currently has four as-needed professional services contracts providing similar services, with a combined not-to-exceed amount of $52 million. The prime contractors are Stantec, AECOM, Mott MacDonald, and LEE Inc. These contracts began in August 2023 and expire in August 2028. SFPUC is proposing the four new contracts to ensure the continued availability of specialized and technical services for Hetch Hetchy Water and Power operations, maintenance, regulatory compliance, asset management, and capital programs.

Scope of Work

The four proposed contracts contain generally the same as-needed scope of services as the four existing PRO.0231 contracts. Services include water and power engineering services, operations and maintenance support, asset and land management, environmental and regulatory compliance, hazardous materials and waste management, health and safety services, condition and needs assessments, project prioritization, and capital plan development.

SFPUC would assign individual task orders based on each contractor's qualifications and relevant technical experience, staff availability, Local Business Enterprise (LBE) participation goals, and remaining contract capacity. Work may therefore not be distributed evenly among the four contractors, and no contractor is guaranteed a minimum amount of work.

Subcontractors & Local Business Enterprise Participation

Each prime contractor is proposing to subcontract work to other firms, including certified Local Business Enterprises. The subcontractors and the scope of work are listed as Appendix I to this report.

The Contract Monitoring Division established a 20 percent Local Business Enterprise (LBE) subcontracting requirement for each of the four proposed contracts. All four selected contractors committed to meeting or exceeding this requirement. As shown in Exhibit 2, the proposed LBE participation commitments range from 20 to 27 percent.

Exhibit 2: Proposed Local Business Enterprise Commitments

Contract	LBE Requirement	Contractor Commitment
Stantec Consulting Services, Inc.	20%	20%
Jacobs Engineering Group, Inc.	20%	21%
AECOM Technical Services, Inc.	20%	27%
LEE, Inc.	20%	20%

Source: SFPUC

LBE Performance Under Existing Contracts

SFPUC also provided LBE utilization data for the four existing PRO.0231 contracts as of August 25, 2026. As of August 25, 2026, AECOM was the only consultant team that had achieved the full contract-level LBE goal based on invoiced expenditures. Mott MacDonald/Dabri and LEE had authorized and pending LBE participation sufficient to exceed their proportionate goals for work authorized to date, but their invoiced LBE expenditures remained below their full contract-level goals. Stantec/JH had not yet met its proportionate LBE goal based on either authorized and pending participation or invoiced expenditures.

Social Impact Partnership Commitments

Social Impact Partnership (SIP) commitments require each contractor to provide financial contributions and/or volunteer hours over the contract term, as shown in Exhibit 3 below. All four contractors committed to direct financial contributions, and Stantec, Jacobs, and LEE also committed to volunteer hours[2]. The commitments were proposed by the contractors in response to the RFP and incorporated into the proposed agreements. Contractors must submit annual SIP Work Plans and biannual SIP performance reports to SFPUC.

Exhibit 3: Social Impact Partnership Commitments Table, by SIP Program Area

Contractor	Job Exposure, Training, and Internships	Small Business Support	Public Education	Environment and Community Health	Total Commitment
Stantec Consulting Services, Inc.	$150,000	$0	$110,000	$40,000	$300,000
Jacobs Engineering Group, Inc.	157,500	55,250	112,750	75,000	400,500
AECOM Technical Services, Inc.	65,000	0	65,000	70,000	200,000
LEE, Inc.	0	0	200,000	0	200,000
Total Contribution	**$372,500**	**$55,250**	**$487,750**	**$185,000**	**$1,100,500**

Source: Proposed contracts

Performance Monitoring

Hetch Hetchy Water and Power staff monitor consultant performance at the task-order level by reviewing the quality of services and deliverables, schedule and cost management, scope management, staffing and resources, value of services, administrative performance, and LBE participation. Staff also meet monthly with each prime contractor to review contract and task-order metrics, the status of major deliverables, upcoming work, and performance concerns. SFPUC recently implemented formal evaluations at the completion of each task order and plans to complete an overall evaluation at the close of each contract. SFPUC intends to use the same performance-monitoring process for the four proposed contracts.

SFPUC provided eight task-order performance evaluations for the existing PRO.0231 contracts: three for PRO.0231.B (Mott MacDonald/Dabri joint venture), two for PRO.0231.C (AECOM Technical Services/Water Resources Engineering joint venture), and three for PRO.0231.D (LEE, Inc.). Seven of the eight evaluations rated overall performance as excellent or good. One evaluation for LEE's Task Order 03 rated overall performance as fair. The evaluator reported that

[2] Volunteer hours are calculated at $150 per hour.

LEE performed well on equipment installations and projects using in-house labor but that deliverables for more complicated projects fell behind schedule or did not meet quality standards. The evaluation also cited missed deadlines, cost and schedule overruns, inconsistent communication and direction, invoicing disputes, and the need for additional supervision. LEE's other two task-order evaluations rated its overall performance as excellent and good. SFPUC did not provide an evaluation for PRO.0231.A (Stantec/Joe Hill Consulting Engineers joint venture).

FISCAL IMPACT

The proposed resolutions would approve four new as-needed professional services contracts with a not-to-exceed amount of $20 million each, for a combined authorization of $80 million over five years. As previously mentioned, the proposed contracts would replace the four existing five-year contracts, which have a combined authorization of $52 million. The proposed aggregate authorization is therefore $28 million, or approximately 54 percent, greater than the authorization for the existing contracts.

Existing Contract Expenditures and Basis for Proposed Authorization

As of September 10, 2026, SFPUC had authorized approximately $32.5 million in task orders under the four existing contracts. Over approximately three years, this represents an average task-order authorization rate of approximately $10.8 million annually, which SFPUC rounded to $11 million and used as the historical annual burn rate. SFPUC also identified approximately $6.4 million in pending task orders, which would bring total authorized and pending work to approximately $38.9 million. If those pending requests are approved, approximately $13.1 million of the existing contracts' combined $52 million authorization would remain available for additional work.

SFPUC used the approximately $11 million historical annual burn rate as the basis for estimating the proposed contract amounts and adjusted it for projected growth in the capital program. SFPUC's five-year capital budget increased by 76.9 percent, from approximately $575.9 million to $1.02 billion. According to SFPUC, the increase reflects inflation, capital program growth, and other anticipated work. Because approximately 55 percent of expenditures under the existing contracts were funded by capital sources, SFPUC applied the 76.9 percent growth rate only to the capital-funded portion of the $11 million historical annual burn rate. This calculation produces approximately $4.65 million in additional estimated annual expenditures.[3] Adding this amount to the historical annual burn rate results in projected expenditures of approximately $15.65 million annually. Over five years, projected expenditures total approximately $78.3 million, which SFPUC rounded to the proposed $80 million aggregate authorization.

At the projected annual expenditure rate, the $80 million authorization would provide approximately 61 months of spending capacity, generally corresponding to the proposed five-year contract terms. However, SFPUC anticipates substantially using the proposed contracts beginning in mid to late 2028, approximately 18 to 21 months after their anticipated January

[3] The calculation is $11 million × 76.9 percent × 55 percent = approximately $4.65 million.

2027 start and near the existing contracts' August 2028 expiration.[4] If exercised, the two-year extension option could provide additional time to use any remaining contract capacity because a portion of the initial terms may elapse before substantial work shifts to the proposed contracts.

The contract amounts establish maximum spending authority and do not obligate SFPUC to expend the full $80 million. The agreements are structured as time and materials contracts, and funding would be encumbered as project needs arise through individual task orders.

Estimated Contract Allocation by Service Category

SFPUC developed the following estimated allocation to establish the $20 million not-to-exceed amount for each proposed contract, as shown in Exhibit 4 below. The allocation is based on the Engineer's Estimate, historical utilization under the existing contracts, and anticipated work.

Exhibit 4: Estimated Service Category Allocation

Category	Amount	Percent
Mechanical Engineering	$600,000	3%
Surveying (Land & Aerial)	600,000	3%
Water Resources Engineering	600,000	3%
Civil Engineering	800,000	4%
Electrical Engineering	800,000	4%
Records/Information Management Services	800,000	4%
Regulatory Compliance Assistance	1,000,000	5%
Regulatory Compliance	1,000,000	5%
Financial Services	6,000,000	30%
Construction Management	7,800,000	39%
Total	**$20,000,000**	**100%**

Source: SFPUC

According to SFPUC, these amounts are planning estimates and do not represent the work that each contractor is guaranteed to receive.

Billing Rates

The billing rates listed in Appendix B-1 (Fee Schedule) vary by contractor, firm, employee, and staff classification and range from $70.43 to $300 per hour (including overhead and profit) across the four proposed contracts. The initial billing rates may not exceed $300 per hour or the lowest rate charged to another governmental entity within the geographic area where the services are performed. Rates may be adjusted annually, but increases are limited to the applicable annual

[4] SFPUC states that staff initiated the replacement procurement early to avoid a service gap because contract processing is typically lengthy, but the procurement proceeded faster than anticipated. SFPUC states that monthly contractor meetings and task-order funding records will be used to prevent duplicate assignments. SFPUC generally intends to exhaust the existing contracts before using the proposed contracts, except when specialized expertise is unavailable under an existing contract.

percentage change in the San Francisco Bay Area Consumer Price Index. According to SFPUC, the proposed rates reflect the experience and hourly rates of each contractor's proposed team.

For staff added to a firm already listed in Appendix B-1, the billing rate would be calculated using that firm's existing overhead and profit multiplier. If a new subcontractor is added after contract execution, its multiplier may not exceed the agreement's Effective Overhead and Profit Rate (EOPR). The EOPR is the weighted average of the overhead and profit multipliers proposed by the firms on the contractor's original team, taking into account each firm's anticipated share of contract work. The approved multiplier is applied to an employee's base hourly wage to account for expenses such as employee benefits, administrative costs, and profit when calculating the hourly billing rate. All personnel additions and resulting billing rates require prior SFPUC approval and remain subject to the applicable hourly-rate cap.

Sources of Funding

The proposed contracts would be funded by Hetch Hetchy Water and capital and operating budgets, which are funded by water revenue bonds, power revenue bonds, state and federal grants and loans, and customer revenues. Based on expenditures under the existing contracts, SFPUC anticipates that approximately 55 percent would be supported by capital funds, 33 percent by operating funds, and 12 percent by programmatic funds. These percentages are estimates, and the actual funding mix will depend on the task orders issued under the proposed contracts.

RECOMMENDATIONS

1. Amend the proposed resolutions to correct the anticipated contract end date from December 2032 to December 2031 and disclose SFPUC's option to extend each contract by up to two years.
2. Approve the resolutions, as amended.

Appendix 1: Subcontractors for Proposed Contracts
Exhibit 5: Subcontractors for Stantec Consulting Services

Subcontractor	Scope of Work
AEW Engineering	Env Advisory Services, Haz Waste & Remediation
AAES, Inc.	Electrical Engineering
BioMaAS Inc.	Habitat Advisory Services
Climate Adaptive	Water Resources Engineering
Joe Hill Consulting Engineers	Civil Engineering, Water Resources, Records Management, Construction Management
McGovern McDonald Engineers	Civil & Water Resources Engineering
Aurora Environmental Services, Inc.	Environmental Advisory Services
Q&A Consulting LLC	Health & Safety Testing Services, Regulatory Compliance
SRT Consultants	Civil Engineering, Water Resources Engineering
Tuan & Robinson Structural Engineers	Structural Engineering
WIN Structural Consulting	Structural Engineering
Data Sciences Group	Urban & Regional Planning
Davis-King & Associates	Environmental Advisory Services
Galem-CM Inc	Construction Management
Gravity Engineering	Financial Services, Construction Management
Mach 8 Biological Consulting	Tree Service
Sierra Consultants	Surveying
Archer Energy Solutions	Regulatory Compliance, Grid Management

Subcontractor	Scope of Work
Grid Subject Matter Experts	Compliance, Systems Operations
Power Pros	Electrical Testing & Operations
Tanner Pacific	Owner's Advisor Services
Tuolumne Band of Me-Wuk Indians	Tribal Monitoring

Source: SFPUC Memo

Exhibit 6: Subcontractors for Jacobs Engineering Group

Subcontractor	Scope of Work
AVILA & ASSOC CONSULTING ENGINEERS INC	Water - Water Supply, Storage, Delivery, and Transport Services, Engineering planning services O&M - Asset Management Services
Galen-CM INC	O&M - Management Improvement Services, Asset Management
Gravity Engineering Inc	Water - Water Supply, Storage, Delivery, and Transport Services, Engineering planning services O&M - Management Improvement Services, Asset
HRA CONSULTING ENGINEERS	Water: Engineering planning services Power Services: Powerhouse power system equipment; controls/communications equipment; transmission

Subcontractor	Scope of Work
INFRATERRA INC	Water - Water Supply, Storage, Delivery, and Transport Services, Engineering planning services O&M - Asset Management Services
JOE HILL CONSULTING ENGINEERS	Water - Water Supply, Storage, Delivery, and Transport Services, Engineering planning services Power - Engineering planning services
MCGOVERN MCDONALD ENGINEERS	Water - Water Quality Services, Water Treatment and Wastewater Treatment Services, Engineering planning Services
Sutro Consultants	O&M – Asset Management Services
Two Rivers Corp	O&M – Management Improvement Services
Auriga Corp	Power - Powerhouse Power System Equipment, Transmission and Distribution System Equipment, Engineering maintenance support of power assets
Kennedy/Jenks Consultants, Inc.	Water - Water Quality Services, Water Treatment and Wastewater Treatment Services, Engineering planning

Source: SFPUC Memo

Exhibit 7: Subcontractors for AECOM Technical Services

Subcontractor	Scope of Work
AGS Inc.	Civil Engineering Planning

Subcontractor	Scope of Work
Bay Area Coating Consultants Inc.	Corrosion Eng - Corrosion Control Svcs; Lab
Climate Adaptive Systems, LLC	Water Resources - Receiving Water Quality
Data Sciences Group	Regional Asset Management Planning
Divis Consulting, Inc. Geotechnical Assessments	Geotechnical Assessments
Effective Management Services, LLC	Construction Management - Safety Management
Galen-CM Inc.	Maintenance, Repair, Replacement
Gravity Engineering Inc.	Civil Engineering - Asset Management,
M. Lee Corporation	Construction Management - Cost Estimating
Pathways Climate Institute, LLC	Environmental Advisory-Climate Change Analyses
SCA Environmental, Inc	Hazardous Materials and Waste Services
WRE	Water Supply Planning
Archery Energy Solutions	Power Regulatory Compliance
V&A Consulting Engineers, Inc.	Water Storage and Conveyance (Concrete and Steel) Inspections

Source: SFPUC Memo

Exhibit 8: Subcontractors for LEE, Inc.

Subcontractor	Scope of Work
ATS	Environmental, CM, Operations and Maintenance Services
Avila and Associates	Water Resources Engineering; Civil Engineering; Environmental Advisory Services
BioMaAS Inc.	Environmental Assessment and Monitoring Services
Chaves & Associates	Document Control, Records Storage, Project Admin, Training
Dabri	Technical As Needed Services, Special Inspection, Staff Augmentation, CM, Closeout
Galen	Construction Management
Gravity Engineering	Financial Services, Civil Engineering
McGovern McDonald Engineers	CM, Financial Services, Regulatory Compliance Assistance, Water Resources and Civil Engineering

Subcontractor	**Scope of Work**
Black and Veatch	Water/Wastewater, Power and O&M Services
Delve Underground	Task 1.A.X, Task 1.A.XVI, Task 3.B.III and Task 3.B.V
GEI	Water Services, Water quality Services, Power Services, and Operations and Management Services
Hazen and Sawyer	Task 1
Tanner	Owner's Advisory and CM Services

Source: SFPUC Memo

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
Jacobs Engineering Group, Inc.
PRO.0336.A
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 Jacobs Engineering Group, 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 five (5) years; 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 Jacobs Engineering Group, Inc., 4 Embarcadero Center, Suite 3800, San Francisco, CA 94111.

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 **21%** 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:	Cory J. Hooper Senior Vice President Jacobs Engineering Group, Inc. 4 Embarcadero Center, Suite 3800, San Francisco, CA 94111 cory.hooper@jacobs.com 916-920-0300

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

Jacobs Engineering Group, Inc.

_____

Cory J. Hooper
Senior Vice President

Date: _____

City Supplier Number: **0000017961**

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

Keri Bolding 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, Clara Rose, to organize, plan, track, measure, and report on Contractor's SIP Commitments.

C. SIP Commitments.

Contractor shall provide $375,000 in direct financial contributions and $25,500 in volunteer hours. Contractor commits to a minimum total contribution of $400,500

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	$ 150,000.00	50	$ 150.00	$ 7,500.00	$ 157,500.00
Small Business Support	$ 50,000.00	35	$ 150.00	$ 5,250.00	$ 55,250.00
Public Education	$ 100,000.00	85	$ 150.00	$ 12,750.00	$ 112,750.00
Environment and Community Health	$ 75,000.00	0	$ 150.00	$ 0.00	$ 75,000.00
TOTAL COMMITMENTS					$ 400,500.00

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 26, 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.B** is **3.19.** 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

Jacobs Engineering Group Inc

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]
Jacobs Engineering Group Inc.	Engineering Technologist	Adam	Murdock	$ 90.36	3.32	$300.00	74.50%	2.47
	Engineering Technologist	Amanda	Peterson	$ 90.36		$300.00		
	Engineering Technologist	Andrew	Finney	$ 90.36		$300.00		
	Safety	Bobby	Hammond	$ 79.34		$263.40		
	Client Account Relationship	Brent	Yamasaki	$ 90.36		$300.00		
	Field Inspection	Chad	Owens	$ 85.81		$284.89		
	Environmental Planning	Charles	Jones	$ 77.62		$257.71		
	Asset Management	Corinne	DeLeon	$ 90.36		$300.00		
	Asset Management	Corrine	DeLeon	$ 90.36		$300.00		
	Engineering Technologist	Courtney	Kennedy	$ 90.36		$300.00		
	Materials Engineering	Craig	VanHorn	$ 90.36		$300.00		
	Site Management	Curt	Lind	$ 90.36		$300.00		
	Civil Engineering	Dan	Buonadonna	$ 90.36		$300.00		
	Business and Finance	Dan	Speicher	$ 90.36		$300.00		
	Engineering Technologist	Daniel	Morse	$ 85.05		$282.36		
	Project Management	Dave	Golles	$ 82.03		$272.32		
	Engineering Technologist	Dennis	Burrell	$ 90.36		$300.00		
	Instrument and Controls Discipline Specialist	Derrick	Johnson	$ 85.88		$285.11		
	Project Management	Dhumal	Aturaliye	$ 90.36		$300.00		
	Engineering Technologist	Donald	Wagner	$ 90.36		$300.00		
	Civil Engineering	Dustin	Rainey	$ 74.58		$247.60		
	Engineering Technologist	Edgar	Campos	$ 90.36		$300.00		
	Asset Management	Eric	Habermeyer	$ 88.34		$293.28		
	Electrical Engineering	Eric	Schulz	$ 90.36		$300.00		
	Project Management	Eric	Vaughn	$ 90.36		$300.00		
	Structural Engineering	Eric	Wilkins	$ 90.36		$300.00		
	Client Account Relationship	Eric	Zagol	$ 90.36		$300.00		
	Engineering Technologist	Forrest	Gist	$ 90.36		$300.00		
	Project Management	Gabrielle	Hawkins	$ 72.25		$239.86		
	Engineering Technologist	Glen	Price	$ 90.36		$300.00		
	Electrical Engineering	Jake	Dunn	$ 86.83		$288.27		
	Project Management	James	Balken	$ 77.13		$256.06		
	Asset Management	Janeane	Giarrusso	$ 90.36		$300.00		
	Project Management	Jason	Hise	$ 90.36		$300.00		
	Operations and Maintenance Consultant	Jeff	Jones	$ 88.93		$295.24		
	Construction Management	Jennifer	Clarke	$ 90.36		$300.00		
	Engineering Technologist	Jenny	Reina	$ 85.74		$284.67		
	Structural Engineering	Jeremy	Kellogg	$ 90.36		$300.00		
	Operations and Maintenance Consultant	John	Rikermann	$ 90.36		$300.00		
	Operations and Maintenance Consultant	Joy	Ramirez	$ 90.36		$300.00		
	Asset Management	Kelsi	Pothier	$ 90.36		$300.00		
	Civil Engineering	Kerilyn	Paris	$ 85.17		$282.77		
	Engineering Technologist	Kevin	Nielsen	$ 90.36		$300.00		
	Project Controls	Larysa	Bernor	$ 53.42		$177.34		
	Engineering Technologist	Lee	Sears	$ 90.36		$300.00		
	Scientific Technologist	Leticia	Solaún	$ 90.36		$300.00		
	Electrical Engineering	Marvin	Wright	$ 90.36		$300.00		
	Operations and Maintenance Consultant	Matt	Crowley	$ 90.36		$300.00		
	Civil Engineering	Matt	Tooley	$ 90.36		$300.00		
	Engineering Technologist	Megan	Ellis	$ 90.36		$300.00		
	Civil Engineering	Michael	Mak	$ 90.36		$300.00		
	Project Management	Mohsen	Zadeh	$ 90.36		$300.00		
	Project Management	Mohsen	Zadeh	$ 90.36		$300.00		
	Engineering Technologist	Nason	McCullough	$ 90.36		$300.00		
	Engineering Technologist	Nathan	Wallace	$ 90.36		$300.00		
	Safety	Nichola	Fulton	$ 90.36		$300.00		
	Environmental Engineering	Padmanabhan	Narayanan	$ 62.85		$208.67		
	Asset Management	Patrick	Haedtler	$ 90.36		$300.00		
	Electrical Engineering	Paul	Pabst	$ 90.36		$300.00		
	Project Management	Pete	Rude	$ 90.36		$300.00		
	Digital Solutions Architect	Roujiang	Wang	$ 90.36		$300.00		
	Safety	Shery	Poitier	$ 82.87		$275.13		
	Mechanical Engineering	Shrief	Shrief	$ 60.90		$202.17		
	Design Management	Sonya	Reiser	$ 90.36		$300.00		
	No Sub Job Family	Sunshine	Smith	$ 90.36		$300.00		
	Client Account Relationship	Susan	Dennis	$ 90.36		$300.00		
	Engineering Technologist	Tapash	Das	$ 90.36		$300.00		
	Land Management	Taylor	Running	$ 59.57		$197.76		
	Project Management	Teresa	Yamzon	$ 77.61		$257.67		
	Project Management	Tony	Meyers	$ 90.36		$300.00		
	Performance Excellence	Umut	Duren	$ 90.36		$300.00		
	Project Management	Wayne	Ohlin	$ 90.36		$300.00		
	Project Management	Xiangquan	Li	$ 90.36		$300.00		
						$0.00		
						$0.00		
						$0.00		
						$0.00		
						$0.00		
						$0.00		
						$0.00		

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

Jacobs Engineering Group Inc

Auriga Corp	Principal Electrical Engineer	Ashis	Sengupta	$ 96.15	2.59	$249.03	2.00%	0.05
	Sr. Electrical/Power System Engineer	Anh	Nguyen	$ 84.14		$217.92		
	Senior Electrical Engineer	Mostafa	Abdelrazek	$ 82.69		$214.17		
	Senior Electrical Engineer	Wahiduzzaman	Bhuiyan	$ 72.11		$186.76		
	Senior Electrical Engineer	Haider	Mohamad	$ 67.31		$174.33		
	Senior AutoCAD Designer	Gilbert	Ferrer	$ 41.50		$107.49		
AVILA & ASSOC CONSULTING ENGINEERS INC	Principal/Project Manager	Cathy	Avila	$ 93.75	3.20	$300.00	1.50%	0.05
	Principal/Project Manager	Ernie	Avila	$ 93.75		$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	$ 57.08		$182.66		
	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	$ 93.75		$300.00		
	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		
Galen-CM INC	Capital Planning Consultant	Hailey	Lauer	$ 65.00	2.00	$130.00	1.50%	0.03
	Asset Management Consultant	Scott	Riley	$ 125.00		$250.00		
	Capital Planning Manager	Jeff	Wasserloos	$ 150.00		$300.00		
						$0.00		
						$0.00		
						$0.00		
Gravity Engineering Inc	Principal Engineer	Tom	Walker	$ 125.00	2.40	$300.00	2.00%	0.05
	Project Manager	Kamber	McAllister	$ 95.00		$228.00		
						$0.00		
						$0.00		
						$0.00		
						$0.00		
HRA CONSULTING ENGINEERS	Principal/Project Manager	Hamid	Arbabaraghi	$ 100.00	2.92	$292.00	5.00%	0.15
	BIM Specialist	Louis	Harrison	$ 65.00		$189.80		
	Associate	Nina	Arbabaraghi	$ 65.00		$189.80		
						$0.00		
						$0.00		
						$0.00		
INFRATERRA INC	Senior Principal	Ahmed	Nisar	$ 96.77	3.10	$300.00	4.00%	0.12
	Senior Principal	Christopher	Hitchcock	$ 96.77		$300.00		
	Senior Engineer	Vladimir	Calugaru	$ 83.17		$257.83		
	Senior Engineer	Jenny	Taing	$ 83.17		$257.83		
	Senior Geologist	Joshua	Goodman	$ 80.77		$250.39		
						$0.00		
Kennedy/Jenks Consultants, Inc.	Principal Civil Engineer	Joel	Faller	$ 90.91	3.30	$300.00	2.50%	0.08
	Senior Operational Services Specialist	Christian	Miranda	$ 90.91		$300.00		
	Senior Asset Management Specialist	Adrianna	Dimperio	$ 90.91		$300.00		
	Senior Process Engineer	Byron	Nishimura	$ 90.91		$300.00		
	Senior Water Supply Engineer	Sachiko	Itagaki	$ 90.91		$300.00		
	Asset Management Specialist	Brittany	Loveless	$ 67.51		$222.78		
	Senior Process Engineer	Todd	Reynolds	$ 90.91		$300.00		
	Water Supply Engineer	Claudia	Llerandi	$ 84.64		$279.31		
	Senior Pipeline Engineer	James	Bowland	$ 78.51		$259.08		
	Process Engineer	Julia	Lund	$ 81.48		$268.88		
	Process Engineer	Katherine	Tee	$ 74.79		$246.81		
	Senior Asset Management Specialist	Scott	Lehman	$ 90.58		$298.91		
	Water Quality Expert	Charlie	Liu	$ 70.48		$232.58		
	Civil Engineer	Joshua	Diebert	$ 75.23		$248.26		
	Staff Support	Taylor	Lithgow	$ 50.15		$165.50		
	Process Engineer	Kirk	Olsen	$ 59.25		$195.53		
	Staff Support	Olivia	Ervin	$ 45.00		$148.50		
	Project Administrator	JoAnn	Mauro	$ 38.25		$126.23		
	Process Engineer	Andrew	Dow	$ 77.50		$255.75		
	Process Engineer	Marie	Fawcett	$ 75.00		$247.50		
	Pipeline Engineer	Amber	Brooks	$ 69.00		$227.70		
	Staff Support	Jaydon	Richardson	$ 44.00		$145.20		
	Asset Management Specialist	Karina	Yap	$ 55.96		$184.67		
JOE HILL CONSULTING ENGINEERS	Principal Engineer	Joe	Hill	$ 105.13	2.80	$294.36	3.50%	0.10
	Project Manager	Ngoc	Ho	$ 79.95		$223.86		
	Junior Information Systems Manager	Jeffrey	Wan	$ 36.88		$103.26		
	Senior Project Controls Specialist	Cindy	Cosola	$ 76.53		$214.28		
	Administrative Assistant	Maggie	Reidy	$ 43.00		$120.40		
	Civil Engineering Consultant	Rolando	Bueno	$ 107.14		$300.00		
	Power System Consultant	Doug	Handran	$ 107.14		$300.00		
MCGOVERN MCDONALD ENGINEERS	Principal	Patricia	McGovern	$ 94.94	3.16	$300.00	2.00%	0.06
	Principal	Steve	McDonald	$ 94.94		$300.00		
	Senior Engineer	Vinod	Badani	$ 94.94		$300.00		
	Senior Engineer	Loren	Weinbrenner	$ 94.94		$300.00		
	Senior Engineer	Joe	Reichenberger	$ 94.94		$300.00		
	Project Engineer	Priscilla	Bloomfield	$ 82.00		$259.12		
	CAD Designer	Mark	Davis	$ 67.00		$211.72		
	Field Specialist / Drone Pilot	Berti	Benbanaste	$ 80.00		$252.80		
	Field Specialist / Drone Pilot / Surveyor	Brad	Smith	$ 86.00		$271.76		
Sutro Consultants	Principal	Adam	Butler	$ 135.00	2.00	$270.00	1.00%	0.02
	Principal	Maximilian	Alexander	$ 140.00		$280.00		
	Maintenance & Reliability Specialist	Matt	Mahoney	$ 105.00		$210.00		
	Senior Advisor, Program Delivery and Risk	David	Harrison	$ 140.00		$280.00		
						$0.00		
						$0.00		

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

Jacobs Engineering Group Inc

TWO RIVERS CORP	Change Manager/Comms/Knowledge/Assessments	Ginni	Brown	$ 125.00	1.80	$225.00	0.50%	0.01
	Organizational Change Manager	Nahrein	David	$ 125.00		$225.00		
	Change/project Coordinator/Business Analyst/Survey Dev	Anthoney	Hines	$ 100.00		$180.00		
						$0.00		
						$0.00		
						$0.00		
[Company Name]						$0.00		0.00
						$0.00		
						$0.00		
						$0.00		
						$0.00		
						$0.00		

Effective Project Overhead & Profit Rate (EOPR): **3.19**

Maximum Allowable Effective Project Multiplier = 3.20

Hetch Hetchy
Regional Water System
Services of the San Francisco Public Utilities Commission

File Nos. 260950, 260952, 260951, 260953

Specialized & Technical As-Needed Services for Operations and Maintenance Support

Budget and Finance Committee
September 30, 2026

Cheryl Sperry, Business Services Manager, Hetch Hetchy Water and Power

Hetch Hetchy
Regional Water System
Services of the San Francisco Public Utilities Commission

Hetch Hetchy Water and Power System

2.7 million+ customers

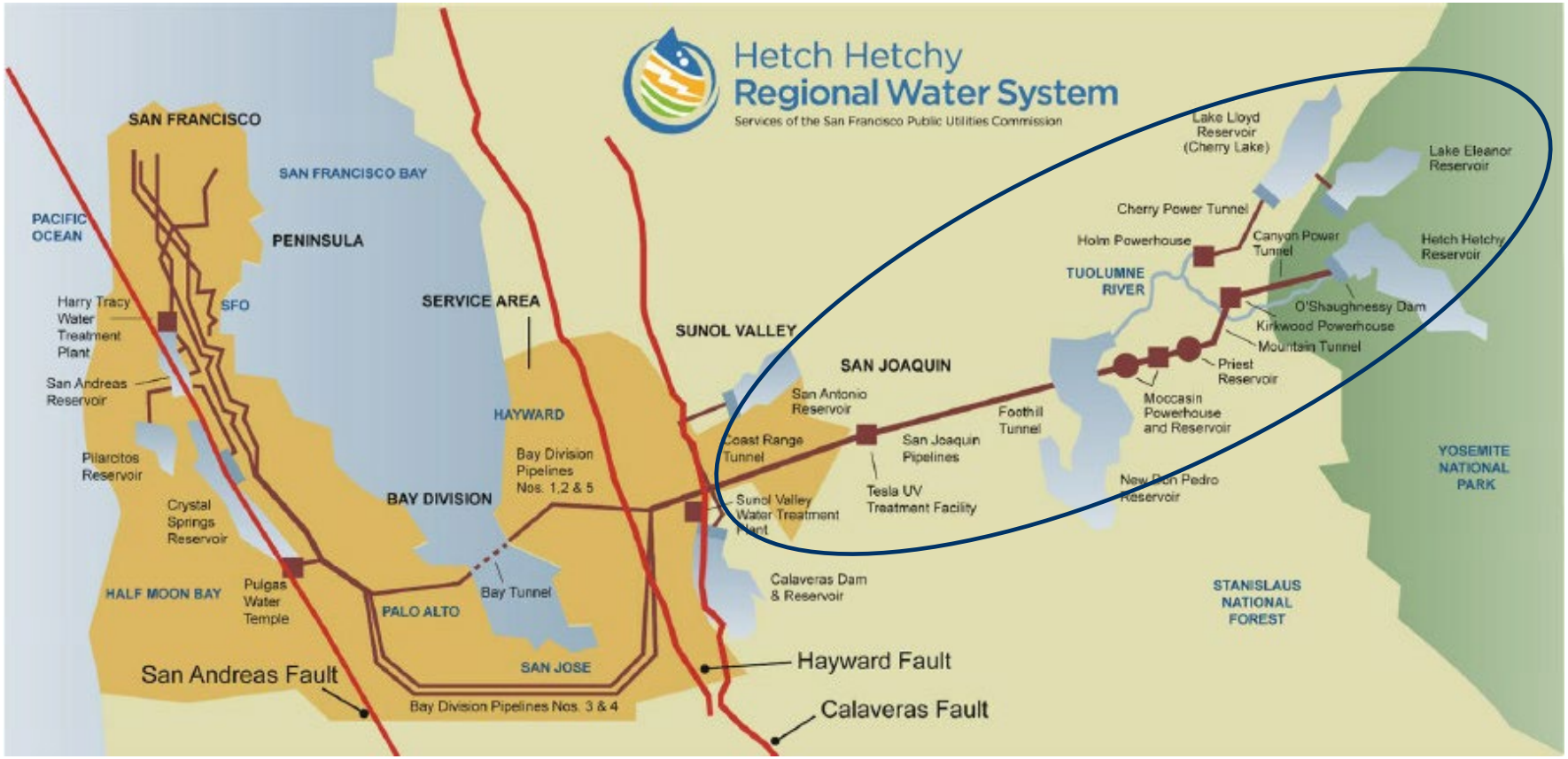
400 MWh of clean hydro-power

Territory covers over 150 linear miles

$15 billion in assets

Assets >140% beyond useful life on average

Increasing HHWP Capital Investments:
Prior 10 years: $770M
Upcoming 10 years: $1.8B



Hetch Hetchy Regional Water System
Services of the San Francisco Public Utilities Commission

Contract Background

PRO.0336.A-D will provide as-needed technical and specialized services to assist the SFPUC with operations and maintenance of the Hetch Hetchy Water and Power system, including:

- Asset management support services
- Engineering services limited to condition and needs assessments
- Capital plan development services

Services are currently being provided under PRO.0231.A-D

Hetch Hetchy Regional Water System
Services of the San Francisco Public Utilities Commission

Contract Scope Examples

Water Services: Dam condition assessments

Power Services: Transmission line assessments

Operations and Maintenance Services:
Environmental bio-audits of Hetch Hetchy right of way

Hetch Hetchy Regional Water System
Services of the San Francisco Public Utilities Commission

Financial Context

Hetch Hetchy Water Funding:

- Capital Program: $180M Annually
- O&M +Regulatory Funding: $156.4M Annually

  Contract is < 6% of total annual expenditures

- Contract capacity $16M per year
  - Historically contract usage $11M per year
  - Additional capacity $5M to account for capital plan growth + inflation

Hetch Hetchy Regional Water System
Services of the San Francisco Public Utilities Commission

Contract Award Details

Asking the Board of Supervisors to award PRO.0336. A-D to the four highest ranked proposers:

A. Stantec Consulting Services, Inc.
B. Jacobs Engineering Group, Inc.
C. AECOM Technical Services
D. LEE, Inc.

- **Not-to-exceed** $20,000,000 per contract
- **Five-year** duration with option to extend

Thank you!
Questions?
San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Addendum No. 3

Request for Proposals

Agreement No. PUC.PRO.0336

Specialized and Technical As-Needed Services

January 15, 2026

Modifications to the Request for Proposals:

1. The Request for Proposals (RFP) is replaced in its entirety with a revised RFP, attached to this addendum. The following section(s) of the RFP have been modified:

CHANGE NO.	SECTION NO.	SECTION TITLE
1	5.2.7	Overhead and Profit Schedule

2. The following appendix(ces) have been modified and replaced in their entirety:

    - N/A

Attachments:

PUC.PRO.0336 Rev. 3

END OF ADDENDUM NO. 3

Request for Proposals:

Specialized and Technical As-Needed Services

Agreement No. PUC.PRO.0336

RFP Advertisement Date:

1/15/2026

San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue • San Francisco, CA 94102

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City"), seeks to retain the services of up to four (4) qualified Proposers[1] to assist the SFPUC with Operations and Maintenance (O&M) support, including asset management services, and capital planning engineering services that are limited to condition assessment, needs assessment, and capital plan development for the SFPUC Water Enterprise, for assets spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area.

The SFPUC seeks to select Proposers with proven expertise and extensive experience in the following areas:

1) Water Services:
    a. Water Supply, Storage, Delivery, and Transport Services;
    b. Water Quality Services; and
    c. Water and Wastewater Treatment Services.
2) Power Services:
    a. Hydrogeneration and transmission equipment and controls.
3) Operations and Management Services:
    a. Management Improvement Services;
    b. Asset Management Services;
    c. Specialized Technical Operation/Maintenance Services;
    d. Land Management Services;
    e. Security, Asset Control, and Emergency Response;
    f. Environmental and Regulatory Compliance Services;
    g. Hazardous Materials and Waste Services;
    h. Health and Safety Services;
    i. Condition assessment and project prioritization; and
    j. On-site Operational Client Engagements.

The anticipated total amount and duration of the Professional Services Agreement ("Agreement") are as follows:

[1] "Proposer" refers to any entity responding to this Request for Proposals (RFP). "Contractor" refers to the selected Proposer.

Number of Agreements to be Awarded: Up to 4
Agreement Amount: $20,000,000.00 per Agreement
Agreement Duration: 5 Years per Agreement

The Agreement amount includes all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Contractor services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of seven years (or 84 months) and may increase the Agreement amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule's (OPS) billing rates agreed to by the SFPUC and the selected Proposer ("Contractor") into the Agreement. The standard terms of the Agreement will be non-negotiable. **The SFPUC does not guarantee that Contractor will receive any minimum amount of work or compensation.**

The SFPUC may post additional information relating to the RFP on the SFBid website (https://sfbid.sfwater.org/) after issuance of the RFP. Proposers are responsible for consulting the SFBid website regularly for these updates.

1.2 Tentative RFP Schedule

The following chart provides tentative dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, which are non-binding and subject to change without prior notice:

Advertisement of RFP	12/3/2025
Pre-Submittal Conference	12/17/2025@2:30pm PST
Deadline for Proposers to Submit Questions	1/12/26
Deadline for Proposers to Submit Proposals	1/27/26@11am PST
Posting of Proposer Ranking	3/17/26
Public Utilities Commission Authorization to Execute Agreement	4/21/26
Deadline for Proposer to Achieve Vendor Compliance	5/13/26
Board of Supervisor's Approval	7/28/26
Notice of Award of Agreement	9/9/26

NOTE: Dates are subject to change and all times are Pacific Standard Time (PST). Please visit SFBid for updates. In the event there is a conflict between SFBid and RFP, the RFP supersedes.

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Date: 2/12/2025
Time: 9:00 AM
Location: 525 Golden Gate Ave, San Francisco, CA, 94102

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions about the RFP at this conference and provide any new information at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City will not be bound by any oral representation. If the City provides any new and/or substantive information in response to questions raised at the pre-submittal conference, the SFPUC will memorialize the information in a written addendum to this RFP.

The SFPUC highly recommends Prime Proposer's attendance at the pre-submittal conference. If the San Francisco Contract Monitoring Division (CMD) has established a Local Business Enterprise (LBE) participation requirement, see Section 9.1.1, LBE Subcontracting Participation Requirements.

1.4 Requests for Information and Addenda/Change Notices

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing via the SFBid website.

The SFPUC will provide any interpretation of, or make any change in, the RFP by addendum, which will become a part of the RFP and of any Agreement that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP in a timely manner on the SFBid website.

Refer to Sections 8.2 and 8.3 for more information regarding RFP inquiries and addenda/change notices.

1.5 Diversity, Equity, and Inclusion in Contracting

This contracting opportunity is subject to compliance with the San Francisco Administrative Code Chapter 14B LBE subcontracting requirements. The SFPUC encourages diversity within its contracting opportunities. The SFPUC encourages proposals that commit not only to optimize the use of Micro-LBE and Small-LBE firms but also to assemble Contractor teams that reflect the diversity of the City and County of San Francisco.

The agency is committed to the promotion of racial equity. On July 14, 2020, by Resolution No. 20-0149, the Public Utilities Commission committed to racial justice by condemning systematic

racism and vowing to actively promote internal and external racial equity. This effort aligns with the San Francisco Board of Supervisors' (BOS) enactment of Ordinance No. 188-19 in July of 2019, which amended Chapter 12A of the San Francisco Administrative Code to create an Office of Racial Equity with the authority to create a citywide Racial Equity Framework and required City departments to create Racial Equity Action Plans.

The SFPUC's encouragement to submit an optional Diversity, Equity, and Inclusion (DEI) or Racial Equity plan will not affect the qualitative evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in Section 6, Evaluation and Selection Criteria. Proposers should not submit, and the City will not consider, any demographic data about the racial, ethnic, gender, sexual orientation, or national origin make up of Proposer's staff, leadership, and/or board of directors.

1.6 Limitations on Communications

From the earlier of either (1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or (2) the date this RFP is issued, until completion of the competitive solicitation process of this RFP, either by cancelation or by final action of the SFPUC Commission, Proposers, subcontractors, vendors, and/or their representatives or other interested parties, may communicate with the SFPUC only as instructed in this RFP.

The SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive solicitation process. This protocol does not apply to communications with the City regarding business not related to this RFP.

1.7 Social Impact Partnership (SIP) Program

The SFPUC strives to be a good neighbor in the communities that are impacted by its water, power, and sewer operations, services, and infrastructure. The SFPUC's Social Impact Partnership (SIP) Program provides an opportunity for its contractors to engage in corporate social responsibility supporting our communities.

In December 2022, by Ordinance No. 261-22, the BOS unanimously adopted San Francisco Administrative Code Chapter 21F authorizing the SFPUC to implement a Social Impact Partnership Program (SIP). Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract constitutes a contractor's acknowledgment and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract.

A Proposer may voluntarily propose Social Impact Commitments as a part of its written proposal.

It is not a requirement to propose on this RFP, but it provides the possibility of earning extra points in the evaluation process. The Proposer's Social Impact Commitments must directly benefit the communities, neighborhoods, and/or residents served by the SFPUC and/or impacted by its operations. Social Impact Commitments are in the form of financial contributions and/or volunteer hours to or through a Beneficiary located in the geographic area specified in this RFP. A Beneficiary may be: (1) 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 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; or (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.

The SFPUC invites Proposers to include a SIP Proposal detailing proposed Social Impact Commitments in accordance with RFP Sections 5.2.1 and 5.2.11. The proposed Social Impact Commitments will become contractual obligations upon contract award. Proposers may be eligible to receive a Bonus for a SIP Proposal as set forth in this RFP and consistent with the SIP Rules and Regulations.

1.8 Conflicts of Interest

Proposers, by submission of a proposal, agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. The SFPUC advises Proposers to review Section 12 of this RFP carefully before submitting a proposal.

2 Background

2.1 San Francisco Public Utilities Commission

The SFPUC provides retail water and wastewater services to San Francisco, wholesale water to three Bay Area counties, and green hydroelectric, solar, renewable, and carbon free power and storage for San Francisco's residents, businesses, and municipal operations.

The mission of the SFPUC is to:

- Serve San Francisco and its Bay Area customers with reliable, high quality, and affordable water, while maximizing benefits from power operations and responsibly managing the resources entrusted to its care;
- Protect public health, public safety, and the environment by providing reliable and efficient collection, treatment, and disposal of San Francisco's wastewater;
- Conduct its business affairs in a manner that promotes efficiency, minimizes waste, and ensures rate payer confidence; and
- Promote diversity and the health, safety, and professional development of its employees.

The SFPUC is comprised of three separate enterprises:

1. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco's wholesale and retail customers.
2. The Wastewater Enterprise is responsible for managing the collection, treatment, and reuse or disposal of San Francisco's wastewater.
3. The Power Enterprise is responsible for managing retail power sales, wholesale electricity supply, power scheduling, transmission and distribution, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, and various other energy services.

The SFPUC also has three administrative divisions:

1. The External Affairs Division provides legislative affairs, internal policy, communications and outreach services.
2. The Business Services Division oversees all financial and accounting matters for the entire SFPUC.
3. The Infrastructure Division delivers capital improvement programs and utility construction projects.

2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, racial justice, community benefits, and innovative technologies.

A. Environmental Justice Policy

On October 13, 2009, by Resolution No. 09-0170, the Public Utilities Commission adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by San Francisco Charter Section 8B. Refer to: https://www.sfpuc.gov/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf.

B. Community Benefits Policy

On January 11, 2011, by Resolution No. 11-0008, the Public Utilities Commission adopted a Community Benefits Policy that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community. The SIP Program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: https://www.sfpuc.gov/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf.

C. Technology Policy

On September 11, 2012, by Resolution No. 12-0165, the Public Utilities Commission adopted a Technology Policy that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with its Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service goals. The key principles and criteria shall be consistent with Triple Bottom Line principles that include economic, environmental, social, leadership, and transparency. Refer to: https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1180599&data=454530615.

D. Racial Justice Policy

On July 14, 2020, by Resolution No. 20-0149, the Public Utilities Commission committed to racial justice by condemning systematic racism and vowing to take action to promote internal

and external racial equity. This effort aligns with the larger City-wide legislative mandate, Ordinance No. 188-19, where the BOS established the Office of Racial Equity to address racial disparities in City departments and external programs. Refer to: https://sfpuc.sharefile.com/d-s2a41b40bc55349ac88cbeec897440594.

2.3 Water Enterprise

The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of San Francisco's water to SFPUC's wholesale and retail customers. In addition, the Water Enterprise is responsible for the operation and maintenance of hydroelectric and power facilities, roads and bridges, and other facilities on the Hetch Hetchy Water and Power Project. Proposers will be required to work at any of the locations in which the Water Enterprise operates, including but not limited to boundaries of the Hetch Hetchy Water and Power Project, San Francisco, Millbrae, Burlingame, and Sunol.

3 Scope of Services

3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a qualified professional services Contractor to assist SFPUC with O&M support, including asset management services, and capital planning engineering services that are limited to condition assessment, needs assessment, and capital plan development for the SFPUC Water Enterprise, spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area.

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

The Contractors will work under the direction of the Hetch Hetchy Water and Power (HHWP) Contract Manager for PRO.336 Specialized and Technical As-Needed Services. Services to be provided by the Contractors shall be requested by the HHWP Contract Manager through individual Task Orders. A Task Order is a smaller scope of work with a defined scope of contractor responsibilities, milestones with schedule, deliverables, and budget. The HHWP Contract Manager will allocate work by distributing the Task Orders among the Contractors as needed to support the Water Enterprise operational needs. Individual Task Orders will be issued on an as-needed basis under the Agreement, at which point scope, budget and schedule for the Task Order will be negotiated with the Contractor. Upon agreement with the Contractor, the Task Order will be issued a Notice to Proceed (NTP) to commence work.

3.2 Agreement Term and Schedule

The Agreement will have a duration of five 5 Yearsyears.

The SFPUC reserves the right to commence, close, reduce or extend the Contractor's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional two years, for a total of seven years (or 84 months).

3.3 Detailed Description of Tasks

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.

3.4 General Obligations

Each contract awardeewill 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.

4 Minimum Qualifications

Only Proposers that possess the minimum qualifications set forth below are eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate possession of the specified minimum qualifications. The SFPUC may reject proposals from Proposers that do not clearly demonstrate possession of the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers that fail to meet any minimum qualification requirement(s) prior to rejecting a proposal.

4.1 Prime Proposer and Joint Venture Partners Qualifications

A Proposer cannot be a Prime Proposer or Joint Venture (JV) Partner on more than one proposal. In addition, a Prime Proposer or JV Partner that intends to be listed as a subcontractor on a competing proposal must fully disclose that intention to the impacted parties. Any JV responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

A. Prime Proposer or Lead JV Partner Qualifications

To qualify as a **Prime Proposer** or **Lead JV Partner** for the Agreement, the Prime Proposer or Lead JV Partner must possess, at a minimum, the following qualifications:

1. In business a minimum of 10 years providing engineering professional services for water AND power utility infrastructure; AND
2. Experience as a Prime Proposer or Lead JV Partner, managing at least one professional engineering services contract that:

(1) was $2 Million or greater; AND
(2) provided engineering professional services on water AND power infrastructure for a utility on an as-needed basis; AND
(3) provided engineering professional services for condition assessment of assets that included any combination of roads, bridges, dams, pipelines, penstocks, tunnels, powerhouses, power transmission lines, switchyards, and substations with a replacement or construction value of at least $50 Million; AND
(4) had a notice to proceed on or after, January 1, 2016.

B. Non-Lead JV Partner Qualifications

To qualify as a **Non-Lead JV Partner** for the Agreement, the Non-Lead JV Partner must possess, at a minimum, the following qualifications:

1. In business a minimum of five years providing engineering professional services for

water OR power utility infrastructure; AND

2. Experience performing at least one professional engineering services contract that:

(1) was $1 Million or greater; AND
(2) provided engineering professional services on water OR power infrastructure for a utility on an as-needed basis; AND
(3) had a notice to proceed on or after January 1, 2016.

4.2 Subcontractor Qualifications

To qualify as a **subcontractor** that will provide technical services described in this RFP, each subcontractor must possess, at a minimum, the following qualifications:

1. In business a minimum of two years performing the technical field(s) from Section 3.1 that they will be performing pursuant to this RFP; AND

2. Have a principal or partner with at least 10 years' experience, even if at other consulting firm(s), in the same technical field(s).

Non-technical subcontractors (e.g., reprographics) are not required to meet the subcontractor qualifications listed above.

4.3 Key/Lead Team Member Qualifications

Key/Lead Team Members include: (A) Contract Manager; (B) Water Infrastructure Team Lead; (C) Power Infrastructure Team Lead; and (D) Operations & Maintenance Team Lead.

A. **Contract Manager.** To qualify as the Contract Manager for this RFP, an individual must be able to manage the day-to-day execution of the contract, including responding to SFPUC request for task orders, coordinating with the JV team and subcontractors, meeting contract goals, and being the point of contact for SFPUC on the contract. In addition, the Contract Manager must also possess all of the following:

a. A minimum, of eight years experience in one or more of the services under 3.3 Detailed Description of Tasks; AND
b. A minimum of eight years of experience managing complex contracts and subconsultant teams to; AND
c. Served as a Contract Manager (or Principal in Charge) of a professional engineering services contract of at least $4 Million dollars for a water or power utility; AND
d. Have authority to sign off on negotiated task orders on behalf of the Prime Proposer; AND

e. Through the act of submitting a proposal, Proposers warrant that the individual listed for this position possesses such authority.

B. **<u>Water Infrastructure Team Lead</u>**. To qualify as the Water Infrastructure Team Lead for this RFP, an individual must possess all of the following:

a. Professional Civil or Mechanical Engineer; AND

b. A minimum of 10 years of professional engineering experience performing water engineering services as related to any combination of water supply, storage, transmission, distribution, and water quality services.

C. **<u>Power Infrastructure Team Lead.</u>** To qualify as the Power Infrastructure Team Lead for this RFP, an individual must possess all of the following:

a. Professional Electrical or Mechanical Engineer; AND

b. A minimum of 10 years of professional engineering experience performing power engineering services as related to any combination of power generation, transmission, and distribution services.

D. **<u>Operations & Maintenance Team Lead</u>**. To qualify as the Operation and Maintenance Key/Lead for this RFP, an individual must possess all of the following:

a. Professional Civil, Mechanical, or Electrical Engineer; AND

b. A minimum of 10 years of professional experience performing O&M with a water or power utility as related to any combination of asset management, periodic maintenance, cost estimating, procurement, critical spares, risk analysis, emergency response, and regulatory compliance.

All Key/Lead Team Members must provide letters of commitment as outlined in Section 5.2.6, Proposer Qualifications.

5 Proposal Response Format

5.1 Proposal Submission

Proposals must be submitted online via the SFBid website.

For technical or procedural questions regarding the online submittal, contact sfbid@sfwater.org.

5.2 Proposal Requirements and Format

Review the proposal response requirements listed below and on the online response form within SFBid ("Proposal Response Form"). Refer to the SFBid website and click the "Submit Proposal" button to view and complete the full Proposal Response Form. Proposers must not use the "Make Link" or "Add Image" features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a proposal.

As reflected in the Proposal Response Form, the proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and, if a JV is responding to this RFP, identify the Lead and Non-Lead JV Partners. If available, provide the Prime Proposer's or JV entity's City "Bidder" or "Supplier" number.

By submitting a proposal, Proposer agrees to the following commitments:

- Proposer has reviewed the Conflict of Interest section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Agreement (included as Appendix A);
- Proposer has reviewed the Limitations on Communications section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer has reviewed all the Addenda posted with this solicitation;
- Proposer agrees to acknowledge and respect all SFPUC policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco;
- Proposer warrants its proposal contains only truthful and accurate information;
- If submitting a voluntary SIP Proposal, Proposer agrees to keep its Social Impact

Commitments offer (as specified in its SIP Proposal) open for the SFPUC's acceptance until such time as the Agreement is finally awarded and approved as required by law unless the SFPUC rejects all proposals before award;

- If submitting a voluntary SIP Proposal, Proposer has read the SIP Rules and Regulations and agrees to fully comply with the terms and conditions of the SIP.

5.2.2 Executive Summary

Provide an executive summary that:

- Includes a brief overview of the proposal's principal elements;
- Demonstrates an understanding of the project objectives; and
- Describes the Proposer's approach for carrying out the scope of services.

5.2.3 Proposer Qualifications

Provide a description and background summary of the Prime Proposer's or JV Partners' consulting firm(s) and subcontractors. The summary must include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to accomplish the work successfully.

If a JV, include a description of the organization, relationships, and defined responsibilities of all partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner must demonstrate proven experience in managing and leading.

Proposer must clearly demonstrate that the Prime Proposer (or JV Partners), and all subcontractors meet all the minimum qualification requirements outlined in Section 4, Minimum Qualifications.

5.2.4 Reference Projects

For Prime Proposer/Lead JV Partner:

Provide a description of the two most recent projects previously managed by the Prime Proposer/Lead JV partner. Reference projects must be of the type and scope of services specified in this RFP and as noted below:

(1) **Reference Project #1** – Water or Power Infrastructure. Provided at least $500,000 of engineering services on a water or power infrastructure project that included any combination of roads, bridges, dams, pipelines, penstocks, tunnels, powerhouses, power transmission, power distribution, or substations.

(2) **Reference Project #2** - Condition assessment of assets that included any combination of roads, bridges, dams, pipelines, penstocks, tunnels, powerhouses, power transmission lines, switchyards, and substations with a replacement or construction value of at least $50 Million or **with** an overall estimated asset value of at least $50 million for the project that the condition assessment was performed for.

For Non-Lead JV Partners:

If a JV, each Non-Lead JV Partner must specifically demonstrate experience performing engineering design services as referenced in this RFP by submitting one (1) recent engineering design reference project. The reference project must be of the type and scope of services specified in this RFP and as noted below:

(1) **Reference Project # 1** – Water or Power Infrastructure. Provided at least $200,000 of engineering services on a water or power infrastructure project that included any combination of dams, pipelines, penstocks, tunnels, powerhouses, power transmission, power distribution, substations, or switchyards.

Proposer may not selectively choose reference projects; rather, Proposer must submit project descriptions for the most recent projects that meet the requirements above. Failure to submit the most recent projects may result in the SFPUC deeming the proposal non-responsive and/or deducting points from the evaluation process.

Each project description must include the following information:

The descriptions for each project shall include:

- Project name;
- Project scope summary;
- Description of the aspects of the project that are applicable to HHWP and how HHWP's situation differs
- Dates when the project was performed;
- Project costs (Prime (or JV Partners) fees and total project construction cost);
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact info.

5.2.5Work Approach

Describe the overall approach that the team proposes to use to successfully carry out work under the Agreement. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (quality assurance/quality control);
- Approach for monitoring expended labor hours and tracking various factors affecting task costs; include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
- Team organization, availability of individuals identified in the proposal, and proposed internal (within the Contractor's team) and external (including City departments) reporting relationships; and

5.2.6 Team Member Qualifications

Identify the individuals who will serve as the Key/Lead Team Members as specified in Section 4.3, Key/Lead Team Member Qualifications, and provide their roles, responsibilities, qualifications, and company affiliations. Describe each team member's background, skills, and professional experience to demonstrate their ability to successfully perform the work.

Provide a resume for each Key/Lead Team Member so that the Technical Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully. Proposer must clearly demonstrate that all Key/Lead Team Members meet all the minimum qualification requirements outlined in Section 4.3.

Provide a letter of commitment from each Key/Lead Team Member. Each letter of commitment must be signed by the applicable individual and dated within five business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, said individual intends to work

on the Agreement at the percentage of work time specified by Proposer in its proposal for the initial 30-month period of the agreement. In the absence of a letter of commitment from an identified Key/Lead Team Member, the City may determine that the Proposer does not have commitment from the identified individual(s) and may reject the proposal as non-responsive.

The information required in this section for Key/Lead Team Members applies to any additional key/lead individuals proposed by the Proposer.

Note: Proposer must provide evidence of relevant project experience as specified within Section 4.3 for all Key/Lead Team Members. Provide evidence of required project experience within each team member's resume or within the Proposer Qualifications section for Key/Lead Team Members.

5.2.7Overhead and Profit Schedule

The SFPUC will compensate the Contractor for services provided under the Agreement for: (1) labor-related costs by hourly billing rates for hours worked; and (2) separately billed direct reimbursable expenses (or "other direct costs" (ODCs)).

Proposer must use the OPS template, included as Appendix B in Excel file format, to prepare its OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all subcontractors expected to work on the project. Proposer must list only one OPR for each firm. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

Proposals must include ~~2025~~ **2026** billing rates. The Agreement will permit the Contractor to escalate its ~~2025~~ **2026** billing rates, including the maximum billing rate, only based on the annual percentage change of the Consumer Price Index for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or "average multiplier") is calculated as a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR may not exceed 3.20. The maximum billing rate at time of proposal is $300/hour.**

It is within the sole discretion of the SFPUC to reject any proposal that does not completely fill out the OPS provided in this RFP and/or does not comply with the OPS requirements.

Administrative costs such as preparing for the RFP or preparing for an invoice is considered non-billable. Only individuals identified in the proposal or approved by the SFPUC Contract

Manager to be added, and who are performing tasks directly related to the Agreement, may charge their time on approved task orders.

B. Individual Contractor

An Individual Contractor, for purposes of the OPS, is an individual staff team member proposed by Proposer who is compensated by Proposer under an hourly contract pay rate instead of an hourly base payroll labor rate. If used, Proposer must list the Individual Contractor as a separate line item in the OPS. Proposer must list the Individual Contractor's name, entity, and hourly pay rate, and the hourly pay rate extended to a billing rate with a 1.00 OPR pass-through. The Individual Contractor's hourly pay rate must be verifiable by an executed written contract with the Proposer. Markup on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost.

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after execution of the Agreement, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or subcontractor employee at an hourly payroll rate, the firm OPR applied to the replacement individual's hourly payroll rate must not exceed the proposal EOPR.

C. Rates and Markups

The Proposer's billing rates and EOPR provided in the OPS may be subject to negotiation prior to award of contract and non-negotiable for the duration of the Agreement. The EOPR will apply to the billing rate of all subcontracting firms not listed in the OPS. If the Contractor seeks to add a new subcontracting firm during the duration of the Agreement, the new individual firm OPR can be no more than the proposal EOPR. The EOPR will also apply to all amendments to the Agreement.

The SFPUC may require the Contractor to provide payroll records documenting the actual salaries of all individuals who will be added to the project (i.e., individuals not listed in the OPS). The City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Contractor. The Contractor will be obligated to provide the services of individuals listed in the OPS for whom resumes and qualifications have been submitted as part of the proposal.

The Contractor's subcontractor markups shall not exceed 5% of subcontractors' actual labor costs. The Agreement will not permit markups on ODCs or materials for either the Contractor or its subcontractors.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for

the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. Each firm's proposed OPR shall apply to all proposed staff and substituted, new, or added staff for the duration of the Agreement and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

D. Other Direct Costs

ODCs must include actual direct costs (with no markup) of expenses directly incurred in performing the work, with the exception of Media Buy purchases, which may include a 7% mark-up on the base cost. **All ODCs must receive written pre-approval from the SFPUC Contract Manager.**

The following items will be eligible for reimbursement as ODCs:

- 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. These costs may include:
    - 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.
    - Personal vehicle use: The SFPUC will pay the 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, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the SFPUC an approved mileage log and expense report with its monthly invoices.
    - Project vehicle rental/lease cost, gasoline, tolls, and parking. The 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 the Contractor's temporary home is not eligible for reimbursement.
    - Meals and lodging expenses for pre-approved, non-commute and/or non-routine project-related business trips. Examples of a non-commute or non-routine project related business trip includes travel to a specific site for condition assessment, environmental investigation, or to conduct specialized

training. Meal expenses shall be paid at the Federal government per diem rates. Lodging expenses shall be real and actual, but limited to the federal government per diem rate.

- 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);
- Task-related permit fees;
- Expedited courier services when requested by SFPUC staff;
- Laboratory testing fees; and
- Task-specific safety equipment

Only the ODCs listed above are eligible for reimbursement. Expenses not eligible for reimbursement include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area counties, and travel from the Contractor's home office to SFPUC facilities not requested by the SFPUC;
- Commute time from the Contractor's home office to SFPUC facilities or to Moccasin;
- Travel time;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- All meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Office equipment, vehicle purchase and any automotive-related equipment;
- Postage and courier services that are not requested by SFPUC staff; and
- Specialized software and software license fees.

5.2.8 Diversity, Equity, and Inclusion Submittal

Proposer may submit as a part of its proposal a copy of the company's DEI plan or Racial Equity Plan (REP). Submission of a DEI plan or REP is voluntary. If submitted, the SFPUC will not qualitatively score the plan. However, Proposer may receive points in the evaluation process for submission of a plan as outlined in Section 6.2, Overall Evaluation Process. This plan is a part of a company's strategy to build and foster diversity and to create an inclusive, equitable, and sustainable culture and work environment. Proposers should not submit, and the City will not

consider, any demographic data about the racial, ethnic, gender, sexual orientation, or national origin make up of Proposer's staff, leadership, and/or board of directors.

The DEI submittal, if submitted, must be submitted by uploading a PDF copy of the plan in the Proposal Response Form.

5.2.9The SFPUC SIP Program

5.2.9.1 Generally

Consistent with the SFPUC Commission's Environmental Justice, Community Benefits and Racial Justice Policies, the SFPUC encourages Proposers to join the SFPUC in delivering concrete, positive benefits to communities served and/or impacted by SFPUC projects, operations, or contracts by voluntarily participating in the SFPUC SIP Program. Information on the SIP Program can be found at https://www.sfpuc.gov/construction-contracts/contract-opportunities-payments/social-impact-partnership-program.

Proposers interested in participating in the SIP Program must follow the instructions of this Section 5.2.9 and the SFPUC SIP Program Rules and Regulations. All capitalized terms in this section are as defined in the SIP Rules and Regulations.

This RFP (Solicitation) is for a Covered Contract under the SIP Program. A Proposer that wishes to participate in the SIP Program must submit a SIP Proposal with its technical proposal. A SIP Proposal is not required to qualify for award of this Agreement. However, a Proposer with a compliant SIP Proposal may be eligible for a Bonus in the competitive evaluation.

The SIP Program is one component of the competitive process for Covered Contracts and may, or may not, be a deciding factor in determining the successful Contractor. The SFPUC will consider each SIP Program Commitment Proposal (SIP Proposal) as a factor separate from and in addition to other qualitative or quantitative scoring criteria for the Covered Contract. Following a competitive process, the SFPUC may or may not award a Covered Contract and reserves the right in all solicitations to reject any or all proposals.

Where, and if, there are any conflicts or discrepancies between the language in this section, the SIP Proposal, and the SIP Rules and Regulations, the SIP Rules and Regulations shall prevail as the final understanding and agreement between the Proposer and the SFPUC.

5.2.9.2 SIP Proposals and Proposed Commitments

To participate in the SIP Program, a Proposer must submit a SIP Proposal in response to this RFP (Solicitation). Proposers who choose to submit a SIP Proposal must do so on the SIP Proposal Response Form, located in Appendix I The SFPUC may deem any SIP Proposal not meeting this requirement non-responsive, and thus not eligible for a bonus. Participation in the SIP Program

by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract.

A SIP Proposal may include one or more proposed commitments (Proposed Commitment). For each Proposed Commitment, the Proposer shall identify:

(A) Proposed Commitment Type and Amount,

(B) Program Area(s),

(C) Geographic Area(s), and

(D) Proposer's Key SIP Program Personnel.

(E) Social Impact Work Experience

(F) Reasoning or Values Alignment to Selected Program Area(s)

(G) SIP Work Approach, and

(H) Systems, Processes, and Documentation.

A. Proposed Commitment Type and Amount

Proposed Commitments for participation in the SIP Program must be in the form of:

1. Direct Financial Contributions that Proposer will pay directly to a Beneficiary; and/or
2. Volunteer Hours that Proposer will provide to support a Beneficiary.

The amount of a Proposed Commitment must be delivered as direct services and programming in support of a Program Area (see Section 5.2.9.2(B) below) where key performance indicators and outcomes can be reported, not toward a Beneficiary's general operating or overhead costs, fundraising events, or other non-program-based expenses. Proposed Commitments shall not include Contractor's costs associated with participation in the SIP Program, such as administrative costs, employee time, SIP Program reporting requirements, costs to deliver the Proposed Commitment, or cost of travel to/from Commitment locations. All such costs shall be borne by the Contractor at no cost to the SFPUC.

The Contractor's funding or performance of its Proposed Commitment may not be conditioned upon, tied to, or dependent on receipt of any funds from the SFPUC for the Covered Contract, including amounts held by the City in retention.

Proposers shall not include any language conditioning the delivery of their Proposed Commitments in any way. Proposed Commitments must be clear, unambiguous, and leave no room for interpretation or require any future changes, modifications, reconsideration, or reevaluation. If Proposer's SIP Proposal includes language conditioning the delivery of Contractor's Social Impact Commitments in any way, the SFPUC will deem the SIP Proposal non-responsive.

B. Program Area(s)

A Proposed Commitment must be performed in one or more of the following Program Area(s):

1. **Job Exposure, Training, and Internships:** Focused on building a diverse and skilled pool of workers for the twenty-first century, and may include local recruitment, case management, barrier removal, soft skills training, technical skills training via California State-approved apprenticeship programs and community-based organizations, or building the worker pipeline to meet State and City-mandated workforce and contracting requirements.
2. **Small Business Support:** Focused on the support of small local businesses impacted by the SFPUC's operations and/or in the communities adjacent to the project, and may include training, mentoring, technical assistance, or business development, especially in the construction and professional service industries.
3. **Public Education:** Focused on strategies that promote science and engineering education and educational advancement for local disadvantaged communities through partnerships with local educational nonprofits and public schools that take into consideration the priorities of the local public school district.
4. **Environment and Community Health:** Focused on strategies to address environmental justice disparities, improve health outcomes in the community, nurture environmental stewardship, and support the continued presence and well-being of long-term residents and businesses in local communities.

C. Geographic Area(s)

A Proposed Commitment must be performed in San Joaquin, Stanislaus, and/or Tuolumne Counties, an area that has been or will be impacted by the SFPUC's projects, operations, and/or work associated with this Covered Contract solicitation.

D. The Contractor's Key SIP Program Personnel

The Proposer must identify its key SIP Program personnel. The key personnel shall include a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the Social Impact Commitments, provide oversight, and ensure that the

Contractor delivers that proposed Social Impact Commitments in a transparent and accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all Social Impact Commitments.

E. Social Impact Work Experience

SIP Proposals must describe the Proposer's documented history and/or experience with social impact/community benefits work, including the Proposer's current community involvement and existing community relationships/partnerships related to the Geographic Area and communities associated with the project. If a Proposer does not have documented history or experience with social impact/community benefits work, the Proposer may alternatively describe how its culture supports the importance and impact of the Proposer delivering Social Impact Commitments through this project. If a Proposer has previously been awarded SFPUC contracts that have included the SIP Program, the Proposer must describe its level of success in satisfying its SIP obligations as reflected on the SFPUC public dashboard or a more current progress update for active contracts.

F. Reasoning or Values Alignment to Selected Program Area(s)

Excellent SIP Proposals will describe the Proposer's reasoning or values alignment that inspired the Proposer to select the Program Area(s) under which it has proposed Social Impact Commitments for the project. SIP Proposals will further expand on the Proposer's own mission and values, and Proposer's alignment to the SFPUC Commission's adopted policies including the Environmental Justice (to prevent and mitigate harm), Community Benefits (to promote positive impacts), and Racial Justice (to address systemic racism) policies and resolutions.

G. SIP Work Approach

Excellent SIP Proposals will describe the Proposer's approach, including how the community(ies) impacted by the project will be engaged to determine the most appropriate use of Proposer's Social Impact Commitments, how those community(ies) will be selected, and how maximum accountability to the impacted community(ies) will be ensured, consistent with the SFPUC's Environmental Justice, Community Benefits, and Racial Justice policies and resolutions.

H. Systems, Processes, and Documentation

Excellent SIP Proposals will describe the systems, processes, and substantiating documentation **(see Section 5.2.9.3(F) for examples**) that the Proposer has or will put in place that will allow the Proposer to accurately track and publicly report on the

commitments, data, and unique key performance indicators associated with Proposer's commitments.

5.2.9.3 Covered Contract SIP Program Requirements

A. Social Impact Commitments

A Covered Contract shall incorporate the Contractor's Proposed Commitments from its SIP Proposal, if any, as Social Impact Commitments, and the Contractor shall be obligated to perform the Commitments during the term of the Covered Contract.

The Contractor's obligation to perform a Social Impact Commitment is separate from, and in addition to, any other regulatory or legal requirements under the Covered Contract, including but not limited to, the requirements of the LBE Program, Local Hire, First Source Hiring, Project Labor Agreement, or any other requirements of the City or other regulatory entity.

The Contractor's provision of Social Impact Commitments does not entitle it to additional work beyond that specified within the Covered Contract.

The Contractor shall indemnify and defend 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 arise from the performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract, the SIP Rules and Regulations, or San Francisco Administrative Code Chapter 21F.

B. Subcontractors

Subcontractors may participate in the delivery of Social Impact Commitments. The Contractor, however, shall remain solely responsible for the performance of such Commitments. The Contractor may not condition a subcontract on participation in the SIP Program and cannot pass through the contractual obligation (or the cost) to perform Social Impact Commitments to a subcontractor, subconsultant, or vendor.

The Contractor may retain entities or individuals to assist in implementing its Social Impact Commitments so long as any cost incurred to pay those entities or individuals is not charged or otherwise passed through to the SFPUC.

C. Term of Commitment Delivery and Completion

The Contractor's Social Impact Commitments must be fulfilled during the term of the Covered

Contract, or during the term specified in the Covered Contract for the delivery of Commitments. Actions taken by the Contractor before the term of the Covered Contract begins or after it ends may not count towards the fulfillment of the Social Impact Commitments for that contract.

When the Contractor has demonstrated and the SFPUC has confirmed completion of each Social Impact Commitment, all SIP Program requirements under these Rules and Regulations and the SIP provisions of the Covered Contract shall be deemed satisfied. If Social Impact Commitments have been fulfilled and all of the required reporting and documentation has been submitted, the Contractor may request a closeout letter from the SFPUC. A closeout letter shall not excuse performance of additional Social Impact Commitments if the Covered Contract is increased as provided under Rule 4.4 of the SIP Rules and Regulations regarding Modifications.

D. Contract Amendments

When a SFPUC Covered Contract amendment results in an increase to the Covered Contract amount, San Francisco Administrative Code 21F.1.(b)(1) requires the Contractor propose a proportional increase to any Social Impact Commitment(s) 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.

E. SIP Work Plans

The Contractor must meet and confer with the SFPUC to submit a proposed SIP Projection Plan, SIP Annual Work Plan, and discuss additional program requirements within 60 days of issuance of a Notice of Contract Award (NCA). The SFPUC will use the SIP Projection Plan and the SIP Annual Work Plan to assess progress on Social Impact Commitment delivery regularly throughout the term of the Covered Contract.

1. Social Impact Commitment Information

The Contractor shall identify the Commitment type and amount, the Beneficiary (see Rules 1.0 and 2.3), and the Program Area for each Social Impact Commitment and confirm that Contractor will perform its SIP obligations in the designated Geographic Area.

2. Performance Benchmark Information

The SIP Projection Plan is a detailed forecast that estimates the anticipated financial and/or volunteer contributions over the duration of the Covered Contract.

The Contractor shall identify key benchmarks that align with the underlying technical Covered Contract schedule. Specifically, SIP Projection Plan benchmarks shall detail how the Contractor plans to be on track with Commitment delivery at 25%, 50%, 75%, and 100% of Covered Contract completion (defined as being within 10% of the progress and completion of the underlying contractual term).

3. Beneficiary Information

In its SIP Annual Work Plan (and not in its SIP Proposal), the Contractor shall identify Beneficiary(ies) for each Social Impact Commitment by name and address.

Contractors must independently verify the following information about each Beneficiary:

- Eligibility: (1) Confirmation of a non-profit public benefit corporation current 501(c)(3) status by checking the State of California Department of Justice Charities Registry website: https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y; and (2) confirmation of an educational institution's public school status through the California Department of Education website: https://www.cde.ca.gov/schooldirectory.
- Program Area and Geographic Area: The Beneficiary provides services within the identified Program Area(s) and Geographic Area(s).
- Independence: The Beneficiary is not owned, operated, or controlled by the Contractor or its subcontractor(s) or any respective officer or employee or Relative of an officer or employee.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other governmental entity, except public schools; (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 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.

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.

The SIP Work Plan shall obligate the Contractor to enter into memoranda of understanding with all Beneficiary(ies) that will receive $10,000 or more in Social Impact Commitments. Each memorandum must specify the purpose of the contribution and require the Beneficiary to report to the Contractor on key performance indicators for the Social Impact Commitment.

F. 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: www.sfpuc.org/SIPreporting.

Substantiating Documentation. Further, Contractors must submit documentation with its reports to substantiate that it delivered the Social Impact Commitments and any funds or volunteer hours associated therewith (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, proof of funds transfer, sign-in sheets for events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities).

SFPUC will not accept reports submitted without required substantiating documentation.

Contractors must complete reporting at the end of each reporting period, including any period in which 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 (see Rule 5.0 of the SIP Rules and Regulations regarding Enforcement).

The biannual reporting periods are as follows:

- Q1/Q2 Biannual Report for Social Impact Commitments delivered between July 1 to December 31, and all required documentation. Reporting deadline: January 31.
- Q3/Q4 Biannual Report for Social Impact Commitments delivered between January 1 to June 30, and all required documentation. Reporting deadline: July 31.

Contractors will receive reminder emails from the SFPUC leading up to the biannual reporting deadlines, and after submission will receive a notification of receipt. Non-receipt of a reminder email will not excuse Contractor from its SIP Commitment obligations.

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

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.

G. Monitoring

All Contractors must cooperate fully with the SFPUC in monitoring and compliance activities regarding the Covered Contract.

The SFPUC will regularly monitor progress made on each SIP Covered Contract to ensure the delivery of Commitments are on track and within 10% of the progress and completion of the underlying contractual term.

The SFPUC shall provide Contractors with biannual summaries of Commitment delivery to date, following each reporting period deadline.

The Contractors should confirm on the public dashboard that their performance and progress towards satisfying their Social Impact Commitments have been recorded accurately following bi-annual reporting.

The SFPUC shall issue a report for each Covered Contract before final payment is issued to confirm compliance with the Social Impact Commitments and contractual requirements.

The SFPUC reserves the right to verify documentation at any time, including contacting Beneficiaries to confirm receipt of Commitments.

5.2.10 CMD Forms

Provide the following completed CMD forms contained in CMD Attachment 6A (v. 11/1/25) (included as Appendix C):

- Form 2A – CMD Contract Participation Form
- Form 2B – "Good Faith Efforts" Requirements Form
- Form 3 – CMD Compliance Affidavit

5.2.11 Other Required Forms

Provide the following completed forms:

- Other City Forms (see Section 10, Additional City Requirements, for more information):
  - Minimum Compensation Ordinance (MCO) Declaration (included as Appendix E)
  - Health Care Accountability Ordinance (HCAO) Declaration (included as Appendix F)
  - First Source Hiring Program Agreement (included as Appendix G)
- Release of Liability and Waiver (included as Appendix H)

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating proposals. SFPUC and CMD staff first perform an initial review of proposals as described in Section 6.1 below.

6.1 Initial Review

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with the Chapter 14B requirements, and responsiveness to the material terms and conditions of the Agreement (included as Appendix A).

The SFPUC will not score proposals during the initial review. This initial review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. The SFPUC will deem non-responsive any proposal that fails to meet these requirements. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the initial review requirements. The SFPUC will limit clarifications to exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the proposal and determining responsibility. The City will not provide a Proposer the opportunity to revise or modify its proposal for overall evaluation.

Proposals that pass this initial review process will proceed to the overall evaluation process described in Section 6.2 below. The SFPUC will not include any proposal deemed non-responsive in the overall evaluation process.

6.2 Overall Evaluation Process

The evaluation process will consist of the below phases with the following allocation of points:

Technical Written Proposal	995
DEI Submittal	5
TOTAL	**1,000**
SIP Proposal (potential SIP Bonus points)	**49.75**
TOTAL with SIP Bonus Points	**1,049.75**

The maximum total score for the overall evaluation process will be **1,000 points** plus bonus points. The SFPUC may award SIP Bonus points up to a maximum of 5% of the underlying

technical portion of the Solicitation.

The assigned CMD Contract Compliance Officer will assess proposal compliance with the Chapter 14B requirements and assign a rating bonus at each eligible evaluation stage, if applicable.

The SFPUC will distribute responsive proposals that meet all of the minimum qualification requirements to the Technical Panel for evaluation. The Technical Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or other public entities. A separate panel ("SIP Panel") will evaluate any voluntary SIP Proposals (see Section 6.2.5). The SFPUC will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any panel.

6.2.1Technical Written Proposal Evaluation

The Technical Panel will evaluate and score the technical written proposals using the following point scale:

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	325
Key/Lead Team Member Qualifications	4.3, and 5.2.6	325
Reference Projects	5.2.4	300
Work Approach	5.2.5	25
Executive Summary	5.2.2	20
	TOTAL POINTS	**995**

The assigned CMD Contract Compliance Officer will assign a rating bonus to the technical written proposal score, if applicable.

The SFPUC will tabulate the technical written proposal scores, or CMD-adjusted technical written proposal scores (if applicable), and rank the Proposers starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

6.2.2 DEI Submittal Evaluation

If submitted, the SFPUC will not qualitatively score the DEI plan. However, Proposers may receive points in the evaluation process for submission of a plan as outlined in Section 6.2, Overall Evaluation Process.

6.2.3 SIP Evaluation and Scoring Process

6.2.3.1 Review for Compliant SIP Proposals

Proposers that wish to participate in the SIP Program must provide a SIP Proposal on the SIP Proposal Response Form, provided in Appendix I. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract. If a Proposer does not follow the SIP submission requirements, the SFPUC may deem such SIP Proposal non-responsive and determine that it is ineligible for application of a Bonus.

SFPUC SIP staff will confirm that the Proposed Commitment type and amount conform to the requirements of this Covered Contract's Solicitation; that each Proposed Commitment is within a Program Area; that each Proposed Commitment is within the Geographic Area(s) specified in this Solicitation; and that a SIP Executive-in-Charge and a SIP Coordinator are identified (compliant Proposed Commitment). Only a compliant Proposed Commitment may be eligible for evaluation and application of the Bonus.

SFPUC staff will assign a Commitment value to each compliant Proposed Commitment, calculated as total Direct Financial Contributions plus total Volunteer Hours (at a rate of $150/hour). SFPUC will assign a total Commitment value to the SIP Proposal.

The SFPUC will not include non-compliant Proposed Commitments or portions of Proposed Commitments in the evaluation or the calculation of Commitment values. Notwithstanding, the SFPUC reserves the right in its sole discretion to waive nonmaterial defects in a SIP Proposal.

Proposers shall not add any language conditioning the delivery of its Social Impact Commitments. Proposed SIP Commitments unequivocally bind the Contractor to its SIP Commitments. If a Proposer includes language conditioning delivery of its SIP Commitments in its SIP Proposal Response Form, the SFPUC will deem the SIP Proposal non-compliant, and Proposer will not be eligible to receive any SIP Bonus points.

6.2.3.2 Application of Bonus

A. Evaluation Panel

To evaluate each Proposer's response to the criteria set forth in paragraphs Sections 5.2.9.2.E-H above, the SFPUC will assemble an evaluation panel. The evaluation panel will score each SIP Proposal's responses to the qualitative evaluation factors with points awarded as described below. The SFPUC reserves the right not to assemble the evaluation panel (and not score the response) if only one Proposer submits a responsive SIP Proposal Response Form. In this event, the SFPUC will assign the maximum SIP Bonus to that Proposer.

B. Determination of Bonus Amount

The SIP Bonus for this Solicitation will be up to 5% of the total points allocated to the

underlying technical portion of this Solicitation.

The determination of the Bonus amount applicable to each SIP Proposal consists of quantitative and qualitative evaluation factors. The quantitative Commitment value, as calculated by SFPUC staff, shall constitute 3/5 (or 60%) of the total available Bonus. The qualitative score by the evaluation panel shall constitute 2/5 (or 40%) of the Bonus. For example, where the available Bonus is 5 points, if Proposer X has a Commitment value of $100 and a qualitative score of 65/100 and Proposer Y has a Commitment value of $85 and a qualitative score of 90/100, then Proposer X would receive a Bonus of 4.44 [3 quantitative (100/100 x 3) + 1.44 (65/90 x 2) qualitative] and Proposer Y would receive a Bonus of 4.55 [2.55 quantitative (85/100 x 3) + 2 (90/90 x 2) qualitative].

If an RFP results in more than one SIP Proposal, but only one SIP Proposal includes a compliant Proposed Commitment, the SFPUC will not convene a Panel to score the SIP Proposal, and the sole compliant SIP Proposal will receive 100% of the total available score.

6.3 Final Scoring

The SFPUC will tabulate the evaluation scores for the technical written proposal, DEI submittal, and any SIP Bonus points, including any applicable CMD rating bonuses, and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second-highest total score, and so on. The SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Standard Agreement Language

By submitting a proposal, Proposer acknowledges that it has read, understands, and agrees, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to the Agreement terms and conditions. The SFPUC will not negotiate the standard terms of the Agreement. By submitting a proposal, Proposer accepts the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

7.2 Agreement Preparation

The SFPUC, at its sole discretion, may invite the highest-ranked Proposer to negotiate the proposed OPR, billing rates, and staffing listed in the submitted OPS. The SFPUC reserves the right to proceed to negotiation with the next highest-ranked Proposer if the SFPUC does not reach an agreement with that Proposer.

If the parties reach an agreement in principle, the SFPUC General Manager will make a recommendation to the SFPUC Commission for award of the Agreement. The Agreement may be subject to approval by the BOS pursuant to San Francisco Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two weeks of the date of the BOS's approval of the SFPUC Commission's authorization to execute the Agreement may result in the SFPUC General Manager's executing an Agreement with the next highest-ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original Contractor for damages.

The SFPUC will issue a Notice of Contract Award after the Contractor obtains all necessary City approvals, submits required documents, executes the Agreement, and the City Controller certifies the Agreement.

7.3 Agreement Administration

The SFPUC may direct the Contractor to perform work in phases. The SFPUC will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The City strictly prohibits the Contractor from commencing work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the Contractor prior to the City's issuance of an NTP.

7.4 Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

8 Terms and Conditions for Receipt of Proposals

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers must notify the SFPUC promptly, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 below. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions (see RFP Section 1.2).

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing via the SFBid website. The SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. The SFPUC will post all addenda on the SFBid website. This RFP will only be governed by information provided through written addenda. The SFPUC is not obligated to accept any questions or requests for interpretation, with the exception of CMD or City contracting inquiries, after the Deadline for Proposers to Submit Questions (see RFP Section 1.2), however Proposers may still deliver via email to CAB@sfwater.org.

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP and posted on the SFBid website.

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at https://sf.gov/departments/contract-monitoring-division.

Direct all inquiries regarding business tax registration procedures to the Tax Collector's Office at (415) 554-4400.

8.3 Interpretation and Addenda/Change Notices

Any interpretations of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. The SFPUC will post change notices in the form of addenda on the SFBid website.

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the SFBid website. Notwithstanding this provision, the Proposer shall be responsible for

ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal submission deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all appendices and all addenda), including but not limited to objections based on allegations that: (1) the RFP is unlawful in whole or in part; (2) one or more of the requirements of the RFP is onerous, unfair or unclear; (3) the structure of the RFP does not provide a correct or optimal process for the solicitation of the services; (4) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (5) the RFP unnecessarily precludes alternative solutions to the services or project at issue, the prospective Proposer must provide timely written notice of objection as set forth below.

A. An objection must be in writing and must be received by the City no later than 5:00 PM on the 10th working date prior to the proposal submission deadline (as that deadline may be adjusted by addenda). Proposers must transmit objections by a means that will objectively establish the date and time of receipt by the City. The City will not consider any objections or notices of objections delivered orally (e.g., by telephone).

B. Proposers must deliver any objections to cab@sfwater.org and dkwon@sfwater.org.

   Subject: **PUC.PRO.0336 Specialized and Technical As-Needed Services**

C. Any objection shall state the basis for the objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

D. The City, at its discretion, may make a determination regarding an objection without requesting further documents or information from the prospective Proposer that submitted the objection. Accordingly, the initial objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial objection, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.

E. Upon receipt of a timely and proper objection, the City will review the objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider

information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer that submitted the objection. If required, the City may extend the proposal submission deadline to allow sufficient time to review and investigate the objection and issue addenda to incorporate any necessary changes to the RFP.

F. **IMPORTANT NOTE**: If Proposer asserts that it should be qualified for award of the Agreement even though it does not meet one or more of the MQs, the Proposer must object to the disputed MQ(s) using this process. The City will not consider any argument that a Proposer should be qualified despite failing an MQ as part of any responsibility determination made after the deadline for submission of proposals.

G. The City will consider only objections received within the time and manner specified. A Proposer's failure to provide the City with a written objection as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

H. A Proposer may not rely on an objection submitted by another Proposer, but must timely pursue its own objection.

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal submission deadline, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the proposal submission deadline; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

8.7 Revision of Proposal

Notwithstanding the forgoing, a Proposer may withdraw or revise a proposal on the Proposer's own initiative at any time before the proposal submission deadline. The Proposer must submit the revised proposal in the same manner as the original proposal. A revised proposal must be received on or before the proposal submission deadline.

In no case will a statement of intent to submit a revised proposal or the commencement of a revision process extend the proposal submission deadline for any Proposer.

A Proposer may withdraw its proposal prior to the proposal submission deadline by following the prompts on the SFBid website. Once withdrawn, a Proposer may submit a revised proposal through SFBid ahead of the proposal submission deadline.

At any time during the proposal evaluation process, the SFPUC may require a Proposer to provide oral or written clarification of its proposal. The SFPUC reserves the right to make an award without receiving or accepting any clarifications of proposals received.

8.8 Errors and Omissions in Proposal

Failure by the SFPUC to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

8.9 Financial Responsibility

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating an Agreement with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way it deems appropriate.

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations for such contract until (1) the termination of negotiations for such contract; or (2) three months have elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and

- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal: Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to $5,000 and a jail term of not more than six months, or both.
- Civil: Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to $5,000.
- Administrative: Any person who intentionally or negligently violates Section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to $5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

8.11 Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), Proposers' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or entity's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this section will be made available to the public upon request.

8.12 Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a

summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

8.13 Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Award fewer than the anticipated number of Agreements;
- Reissue an RFP;
- Prior to the proposal submission deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

8.14 No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

9 CMD Requirements

9.1 Chapter 14B LBE Subcontracting Participation and Good Faith Efforts Requirements

The requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively, the "LBE Ordinance") shall apply to this RFP.

9.1.1 LBE Subcontracting Participation Requirements

20%

The LBE subcontracting participation requirement is 20.00% of the total value of services to be procured and can be met with BOTH San Francisco Micro-LBE and/or Small-LBE firms and SFPUC-LBE firms certified by CMD.

The City will not consider the race, ethnicity, gender, sexual orientation, or national origin of an applicant or proposer's staff, leadership, and/or board of directors when making contracting decisions.

An LBE subcontractor must be certified by CMD in the scope of services that the Proposer is listing the LBE subcontractor to perform in order to receive LBE participation credit. Proposers are responsible for verifying each LBE subcontractor's certification status, which can be done at the following link: https://sf.gov/departments/contract-monitoring-division. LBEs must be certified on the proposal due date to receive LBE participation credit.

Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Proposer must comply with all requirements of the LBE Ordinance and CMD Attachment 6A (v. 11/1/2025) (included as Appendix C). Read CMD Attachment 6A carefully in its entirety.

Each Proposer must demonstrate in its proposal that it has used good-faith efforts to select LBE subcontractors as set forth in San Francisco Administrative Code Sections 14B.8 and 14B.9, and Chapter 14B's Rules and Regulations and shall identify the particular LBE subcontractors solicited and selected to be used in performing the Agreement. For each LBE identified as a subcontractor, the proposal must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information

as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with CMD at the time the proposal is submitted, and must be contacted by the Proposer prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this section may be non-responsive.

In accordance with San Francisco Administrative Code Section 14B.8(B), for the Proposer to be exempt from meeting the Good Faith Efforts requirements described in PART IV in CMD Attachment 6A, the total amount of LBE participation must equal or exceed 27.00% (this percentage is the sum of the LBE subcontracting participation requirement(s) plus the 35% good faith exemption percentage).

The City will deem proposals that fail to comply with the material requirements of San Francisco Administrative Code Sections 14B.8 and 14B.9, CMD Attachment 6A, and this RFP, as non-responsive. During the term of the Agreement, any failure to comply with the level of LBE subcontractor participation specified in the Agreement shall be deemed a material breach of contract. The SFPUC will incorporate the LBE subcontracting participation percentage(s) listed on Proposer's CMD Form 2A (the CMD Contract Participation Form) into the Agreement.

Direct Reimbursable Costs

For any direct reimbursable expenses/items, CMD will review and determine whether it is eligible for LBE subcontracting participation credit.

9.1.2 LBE Prime/JV Participation

LBE Rating Bonuses

The following rating bonuses will be in effect for the award of the Agreement for any Proposers CMD has certified as a San Francisco Small-LBE, Micro-LBE , SBA-LBE and SFPUC-LBEs.

A. General

CMD-certified San Francisco Micro-LBEs, Small-LBEs, SBA-LBEs, and SFPUC-LBEs including certified non-profit organizations, are eligible for an LBE rating bonus (as applicable under Section 14B.7 of the LBE Ordinance) if the LBE is CMD-certified in the type of work they are listed to perform.

- The assigned CMD Contract Compliance Officer will apply these rating bonuses to each evaluation stage of the selection process, as applicable. Standard Rating Bonus

B. Standard Rating Bonus

Application of the standard rating bonus shall be as follows:

- A 2% rating bonus will apply to any proposal submitted by a CMD certified San Franciso Small-LBE, Micro-LBE, SBA-LBE or SFPUC-LBE.

9.1.3CMD Forms

Proposals must include the following CMD forms contained in CMD Attachment 6A (v. 11/1/2025):

- Form 2A – CMD Contract Participation Form
- Form 2B – "Good Faith Efforts" Requirements Form
- Form 3 – CMD Compliance Affidavit

Failure to complete, sign, and submit each of the required CMD forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the Chapter 14B requirements to Jason Chow, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-0631 or jason.chow@sfgov.org.

The City strongly encourages proposals from qualified LBEs. For questions concerning becoming certified as an LBE, call (415) 581-2310 or visit the CMD website at https://sf.gov/departments/contract-monitoring-division.

9.2 Labor and Employment Code Article 131 Requirements (Equal Benefits)

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. On October 24, 2023, the Board of Supervisors passed an ordinance establishing a new Labor and Employment Code to better organize San Francisco's various employment and labor laws. Through this ordinance, which is operative as of January 4, 2024, a number of the City's contracting provisions have been redesignated in a new Labor and Employment Code. However, this redesignation did not change the substance or meaning of the provisions; it has simply changed where the provisions can be found and how they are referred to. For example, the Equal Benefits Ordinance, formerly 12B, is now Article 131 of the Labor and Employment Code. However, substantively, it is not difference than when it was 12B. Proposers should establish compliance with Article 131 before execution of the Agreement if not already compliant. Important: 131/12B Declarations must be submitted online through the City's supplier portal. CMD has developed rules of procedure and various resource materials explaining the Equal Benefits Program. These materials are available by calling the CMD Equal Benefits Unit at (415) 581-2310 or by visiting the CMD website at

https://sf.gov/departments/contract-monitoring-division.

The selected Proposer must be in compliance with the Equal Benefits Provisions of Article 131 of the San Francisco Labor and Employment Code either at the time of contract award or within two weeks of the date of the SFPUC Commission's authorization to award; failure of the selected Proposer to obtain compliance certification from CMD may, in the SFPUC General Manager's sole discretion, result in award of the Agreement to the next highest-ranked Proposer or in re-advertising and re-selecting contractors at the discretion of the City.

See Chapter 12B Equal Benefits Complete Compliance Guide, included as Appendix D, for more information. For questions concerning the Article 131/Chapter 12B Equal Benefits Compliance, call the CMD Equal Benefits Unit at (415) 581-2310.

10 Additional City Requirements

10.1 Insurance Requirements

Without in any way limiting Proposer's liability pursuant to the "Indemnification" section of the Agreement (included as Appendix A), the Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- **Commercial General Liability Insurance** with limits not less than $2,000,000 per each occurrence and $4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- **Commercial Automobile Liability Insurance** with limits not less than $1,000,000 per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- **Worker's Compensation Insurance** with Employer's Liability limits not less than $1,000,000 in statutory amounts, per each accident, injury, or illness.
- **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than $5,000,000 per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees; and
- That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Regarding Workers' Compensation, Proposer hereby agrees to waive subrogation, which any insurer of Proposer may acquire from Proposer by virtue of the payment of any loss. Proposer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the City for all work performed by the Proposer, its employees, agents, and subcontractors.

All policies must provide 30 days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section of the Agreement.

Should any of the required insurance be provided under a claims-made form, Contractor must maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of three years beyond the expiration of the 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.

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.

Should any required insurance lapse during the term of the Agreement, the City shall not be obligated to process Contractor's requests for payments originating after such lapse until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If Contractor does not reinstate the lapsed insurance, the City may, at its sole option, terminate the Agreement effective on the date of such lapse of insurance.

Before commencing any operations under the Agreement, Proposer must furnish to the City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of the Agreement.

Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder. If Contractor seeks to use a subcontractor to complete any portion of the Agreement obligations, Contractor shall ensure that the subcontractor provides all necessary insurance naming the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Contractor listed as additional insureds.

10.2 Standard Agreement

The Contractor must enter into a contract, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of San Francisco Labor and Employment Code Articles 131 and 132, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source

Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 11 in the Agreement.

10.3 Nondiscrimination in Contracts and Benefits

As outlined above, the Contractor must agree to comply fully with and be bound by the provisions of Articles 131 and 132 of the San Francisco Labor and Employment Code (formerly Administrative Code Chapters 12B and 12C). Generally, Article 131 prohibits the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Article 132 requires nondiscrimination in contracts in public accommodation. Additional information on Articles 131 and 132 (formerly Administrative Code Chapters 12B and 12C) is available on the CMD website at https://sf.gov/departments/contract-monitoring-division.

10.4 Minimum Compensation Ordinance for Employees

The Contractor must agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Labor and Employment Code Article 111 (formerly Administrative Code Chapter 12P). Generally, this ordinance requires contractors to provide employees covered by the ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at https://www.sf.gov/information--minimum-compensation-ordinance. Note that the hourly gross compensation rate may increase on January 1st of each year and that contractors must pay any such increases to covered employees during the term of the contract. See Article 11 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance

The Contractor must agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Labor and Employment Code Article 121 (formerly Administrative Code Chapter 12Q). Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at https://www.sf.gov/information--health-care-accountability-ordinance.

10.6 First Source Hiring Program

If the contract is for more than $50,000, the First Source Hiring Program (San Francisco Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the First Source Hiring Program is available on the web at https://www.sf.gov/comply-first-source-hiring-program and from the First Source Hiring Administrator at (415) 701-4848.

10.7 City Vendor and Subcontractor Registration

The Contractor must become an "Approved Supplier" in order to enter into an Agreement with the SFPUC/City. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

Vendors that are not currently doing business with the City must register within the City's financial and procurement system to become an Approved Supplier. Note: The City also requires all subcontractors working under the Contractor to register with the City's financial and procurement system. However, subcontractors are not required to be compliant with the City's vendor requirements.

Visit the City's vendor portal, SF City Partners (https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx), to register.

Contractors must become Approved Suppliers, and subcontractors must be registered, within two weeks of the posting of the highest-ranked Proposer, in order for award of Agreement to occur/remain in effect.

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance No. 345-88, all vendors conducting business with the City must maintain a valid business tax registration number. An Agreement will not be awarded to the Contractor unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector's Office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each contractor must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application at https://newbusiness.sfgov.org/vendor/.

10.9 Conflicts of Interest

The Contractor must agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

10.10 Chapter 14B Reporting Requirements

The Contractor must submit all required payment information using the City's online financial and procurement system as required by CMD to enable the City to monitor the Contractor's compliance with the LBE subcontracting commitments. The Contractor must include its LBE subcontractor's approved payment requests in any payment application to the City within 30 days of receiving an invoice from an LBE subcontractor. The Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the financial and procurement system with each payment request may result in the City Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, the Contractor has 10 calendar days to acknowledge all subcontractors have been paid in the online financial and procurement system.

10.11 Prevailing Wage

The project is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations (DIR) and the San Francisco Office of Labor Standards Enforcement. No contractor or subcontractor may be listed in a bid for a public works project and no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR per California Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under California Labor Code Section 1771.1(a)].

10.12 Nonprofit Compliance with California Attorney General Registry of Charitable Trusts

To receive a contract under this RFP, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the Agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the Agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the California Attorney General's Registry of Charitable Trusts at the time of contract execution and

for the duration of the Agreement.

10.13 Cybersecurity Risk Assessment

As part of the City's evaluation process, the City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing the City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, the City may collect as part of this solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; **OR**
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire. Please see Appendix J Sample CRA Questionnaire for reference.

The above reports may be requested at such time the City has selected or is considering a potential Proposer. The reports will be evaluated by the SFPUC and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, the City may afford a potential Proposer the opportunity to cure such risk within a period of time deemed reasonable to the City. Such remediation and continuing compliance shall be subject to the City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an initial review of proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (e.g., fails to meet minimum qualification requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s). This process is distinct from staff's determination of non-responsiveness as the outcome of another Proposer's protest, which is addressed in section 11.2 below.

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 PM on or before the fifth working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the laws, rules, local ordinances, procedures, and/or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the protest. At the completion of its investigation, the City will provide a written determination to the Proposer that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer

does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the preliminary notice will become final. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the SFBid website.

Within five working days of the SFPUC's posting of the results, any Proposer that has submitted a responsive proposal and believes that the City has unfairly selected another Proposer for award may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the laws, rules, local ordinances, procedures, and/or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC prior to 5:00 PM on or before the fifth working day following the SFPUC's posting of the results.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the protest. At the completion of its investigation, the City will provide a written determination to the Proposer that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest the SFPUC's posting of the results within the time and in the manner specified,

above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest-ranked Proposer for award by the SFPUC Commission. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.3 Delivery of Protests

If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Proposers must transmit protests by a means that will objectively establish the date and time of receipt by the City. The City will not consider any protests or notices of protests made orally (e.g., by telephone).

Proposers must deliver any protests to cab@sfwater.org and Dkwon@sfwater.org.

Subject: **PUC.PRO.0336** Specialized and Technical As-Needed Services

12 Conflict of Interest

The Contractor must agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The Contractor must acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the Contractor might be deemed contractors under state and local conflict of interest laws. If so, such individuals must submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the Contractor that the City has selected the Proposer.

12.1 Obligations

It is the obligation of the Proposer as well as its subcontractors to determine whether or not participation in that contract constitutes a conflict of interest. While City staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. Upon request, we can provide records concerning work performed by various subcontractors to assist Proposers in their own evaluation of potential conflicts. But Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to City contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting point. The guidelines do not constitute legal advice. A Proposer should consult with its legal

counsel to determine whether a potential conflict exists. This language is not intended to create new rules or restrict or expand existing laws governing conflicts of interest. These guidelines are subject to Government Code Section 1097.6 (see Section 12.3 below).

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in "making the contract" for the work. For these purposes "participating in making" has the same meaning as under Government Code Section 1090 and the term "entity" includes any parent, subsidiary or other related business.

2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management, and/or construction phase of any project.

3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.

4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.

    a. **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.

    b. **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.

5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.

6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction. No firm participating in one contract with SFPUC can review and evaluate any of its own work performed under another contract, although firms may, in some circumstances, continue to provide design support services by, for example,

responding to Requests for Information or similar submittals concerning their design.

7. **Construction Management.** This work consists of overseeing and directing construction projects as the owner's representative, and may involve review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with the SFPUC can review and evaluate any of its own work performed under another contract. Conflicts could arise if any firm participated in preparing either the final engineering design, any documents enumerated in a contract for construction, or any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.

8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.

9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.

10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.

11. **Administrative Services.** Any subcontractor or vendor providing general administrative services such as communications, reprographic, janitorial, or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12. **Government Code Section 1097.6.** This Solicitation and any resulting contracts are subject to the provisions of Government Code Section 1097.6, including but not limited to the following: When the SFPUC has entered into a contract with an independent contractor to perform one phase of a project and seeks to enter into a subsequent contract with that independent contractor for a later phase of the same project, the independent contractor is not an "officer" for the purposes of Government Code Section 1090 if the independent contractor's duties and services related to the initial contract did not include engaging in or advising on public contracting on behalf of the SFPUC. Engaging in or advising on public contracting means preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with

the public entity.

If an independent contractor is an officer as defined in the previous paragraph, that independent contractor does not violate Section 1090 if that independent contractor does not engage in or advise on the making of the subsequent contract. An independent contractor does not "engage in or advise on the making of the subsequent contract" by participating in the planning, discussions, or drawing of plans or specifications during an initial stage of a project if that participation is limited to conceptual, preliminary, or initial plans or specifications and all bidders or proposers for the subsequent contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications.

12.3 Other General Restrictions Applicable to this RFP

A firm cannot be a Prime Proposer or JV Partner on more than one proposing team. In addition, if a designated Prime Proposer or JV Partner (Lead or Non-Lead) intends to be listed as a subcontractor on a competing proposal, the Prime Proposer or JV Partner must fully disclose such intent to the affected parties 30 days prior to the proposal submission deadline. Failure to comply with these restrictions may result in the rejection of one or more affected proposals. A Prime Proposer or JV Partner cannot participate in more than one interview.

12.4 Consultation with Counsel

The SFPUC strongly advises any proposing firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing firm to make that determination. The SFPUC will not advise consultants on conflict of interest matters.

13 Acronyms and Abbreviations

AACE.....Association for the Advancement of Cost Engineering

AGM .....Assistant General Manager

BFS.....Bruce Flynn Pump Station

BIM .....Building Information Modeling

BOS.....Board of Supervisors

CAB .....Contract Administration Bureau

CCM .....Contractor Construction Manager

CEQA .....California Environmental Quality Act

CHS .....Channel Pump Station

CM .....Construction Management

CM/GC.....Construction Manager/General Contractor

CMB.....Construction Management Bureau

CMD.....Contract Monitoring Division

CMIS .....Construction Management Information System

CPE .....Consultant Performance Evaluation

CPI .....Consumer Price Index

CPM .....Critical Path Method

CRA .....Cybersecurity Risk Assessment

DEI .....Diversity, Equity, and Inclusion

EIR .....Environmental Impact Report

EMB .....Engineering Management Bureau

EMG.....Environmental Management Group

EOPR.....Effective Overhead and Profit Rate

HCAO .....Health Care Accountability Ordinance

HCIP .....Hetchy Capital Improvement Program

IRS .....Internal Revenue Service

JV .....Joint Venture

LBE.....Local Business Enterprise

LOS .....Level of Service

MBE .....Minority Business Enterprise

MCO .....Minimum Compensation Ordinance

mgd .....million gallons per day

NCA .....Notice of Contract Award

NPF .....North Point Wet Weather Facility

NFPA.....National Fire Protection Association

NTP .....Notice to Proceed

O&M.....Operations & Maintenance

OBE.....Other Business Enterprise

ODC .....Other Direct Cost

OPR.....Overhead and Profit Rate

OPS .....Overhead and Profit Schedule

OSP .....Oceanside Water Pollution Control Plant

PLA .....Project Labor Agreement

PMB.....Program Management Bureau

PMP .....Project Management Professional

REP .....Racial Equity Plan

RFP .....Request for Proposals

RFQ.....Request for Qualifications

ROW .....Right of Way

SBA .....Small Business Administration

SELS .....Southeast Lift Station

SEP.....Southeast Water Pollution Control Plant

SFPUC .....San Francisco Public Utilities Commission

SIP .....Social Impact Partnership

SOP .....Standard Operating Procedure

SSIP.....Sewer System Improvement Program

VFD .....Variable Frequency Drive

WBE.....Woman Business Enterprise

WBS .....Work Breakdown Structure

WSIP .....Water System Improvement Program

WWE .....Wastewater Enterprise

14 List of Appendices

A. Professional Services Agreement (P-600)
B. Overhead and Profit Schedule Template (Excel file)
C. Contract Monitoring Division 14B Forms – CMD Attachment 6A
D. Chapter 12B Equal Benefits Complete Compliance Guide
E. Minimum Compensation Ordinance (MCO) Declaration
F. Health Care Accountability Ordinance (HCAO) Declaration
G. First Source Hiring Program Agreement
H. Release of Liability and Waiver
I. Social Impact Partnership Proposal Form
J. Sample CRA Questionnaire

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **26-0114**

WHEREAS, The San Francisco Public Utilities Commission (SFPUC), Hetch Hetchy Water and Power division, requires the assistance of consultants with specialized technical expertise to assist the SFPUC with as-needed operations and maintenance support, including asset management services, and capital planning engineering services; and

WHEREAS, It is necessary to procure the services of up to four qualified consulting firms to provide specialized and technical support to supplement SFPUC staff; and

WHEREAS, The estimated cost of services for each agreement is not-to-exceed $20,000,000; and

WHEREAS, On December 3, 2025, the SFPUC advertised a Request for Proposals for as-needed operations and maintenance support; and

WHEREAS, On January 27, 2026, the SFPUC received six proposals; and

WHEREAS, Services are anticipated to begin in August 2026 and end in August 2031 and the duration of each contract is five years; and

WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of the proposal scores, determined that Stantec Consulting Services, Inc., Jacobs Engineering Group, Inc., AECOM Technical Services, Inc., and LEE, Inc., are the four highest ranked firms based on the established scoring criteria; and

WHEREAS, The CMD established a 20% Local Business Enterprise (LBE) subconsultant participation requirement for this contract and Stantec Consulting Services, Inc.; Jacobs Engineering Group, Inc.; AECOM Technical Services; and LEE Inc., have each committed to a 20%, 21%, 27%, and 20% LBE subcontractor participation respectively; and

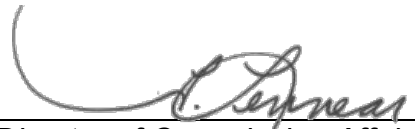
WHEREAS, This action does not constitute a project under the California Environmental Quality Act (CEQA) Guidelines Section 15378 because it will not result in a physical change in the environment, and it does not represent an approval of a specific project; and

WHEREAS, Staff will not authorize any work involving ground disturbance (such as geotechnical investigations) or any other physical changes in the environment until any necessary environmental review has been completed pursuant to the CEQA; and

WHEREAS, Funds for Contract No. PRO.0336 A-D, Specialized and Technical As-Needed Services, will be available from Hetch Hetchy Water and Power Operating, Programmatic and Capital budgets; now, therefore, be it

RESOLVED, That this Commission hereby awards Contracts No. PRO.0336.A-D to Stantec Consulting Services, Inc. (PRO.0336.A), Jacobs Engineering Group, Inc. (PRO.0336.B), AECOM Technical Services, Inc. (PRO.0336.C), and LEE, Inc. (PRO.0336.D), to provide specialized technical services, each with an amount not-to-exceed $20,000,000, and each with a duration of five years; subject to the Board of Supervisors approval under Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the San Francisco Public Utilities Commission at its meeting of July 14, 2026.



Director of Commission Affairs
San Francisco Public Utilities Commission

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number	SFEC126F000161655	**Status**	BOS Legislative Clerk Acceptance
SFEC126f Form Type	126f4 BOS	**File Number (BOS)**	260952
Type of Filing	Original		

Contractor Information

Contractor Name	Jacobs Engineering Group, Inc.	**Contractor Email**	Eric.zagol@jacobs.com
Contractor Phone #	(415) 407-2866	**International Address?**	No
Contractor Address (US)	4 Embarcadero Center Suite 3800, Suite 3800	**Contractor City and State**	San Francisco - CA
Contractor Zip Code	94111	**Country**	United States of America

Contract Information

Contract Amount

$20,000,000.00

Contract Description

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City"), seeks to retain the services of up to four (4) qualified Proposers to assist the SFPUC with Operations and Maintenance (O&M) support, including asset management services, and capital planning engineering services that are limited to condition assessment, needs assessment, and capital plan development for the SFPUC Water Enterprise, for assets spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area.

City Agency - Departmental Contact Information

Departmental Contact

Deborah Tanko

Departmental Contact Phone #

(209) 989-2542

Full Department Name

HHP - Hetch Hetchy *(PUC)

Agency Contact Email

dtanko@sfwater.org

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	Bob	Pragada	Jacobs Engineering Group, Inc.
CFO	Venk	Nathamuni	Jacobs Engineering Group, Inc.

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

FROM: **Jeremy Spitz, Government Affairs**

DATE: **August 17, 2026**

SUBJECT: **[Professional Services Agreement – Jacobs Engineering Group, Inc. – PRO.0336.B, Specialized and Technical As-Needed Services - Not to Exceed $20,000,000]**

Please see attached a proposed Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Contract No. PRO.0336.B, Specialized and Technical As-Needed Services, with Jacobs Engineering Group, Inc., to assist the Hetch Hetchy Water and Power division with as-needed operations and maintenance support, including asset management services, capital planning engineering services that are limited to condition assessment, needs assessment, and capital plan development for the Water Enterprise, for assets spanning from O'Shaughnessy Reservoir in Yosemite National Park to Newark and/or to Sunol in the San Francisco Bay Area, for an amount not to exceed $20,000,000 for a period of five years, beginning January 2027 through December 2032, pursuant to Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- SFPUC Resolution No. 26-0114
- Form 126
- Draft Agreement

Please contact Jeremy Spitz at jspitz@sfwater.org if you need any additional information on these items.

Daniel Lurie
Mayor

Joshua Arce
President

Stephen E. Leveroni
Vice President

Avni Jamdar
Commissioner

Meghan Thurlow
Commissioner

Kate H. Stacy
Commissioner

Dennis J. Herrera
General Manager