



Note: Facility number corresponds with facility number and type listed in **Table 1**.

Figure 3
Sunol Corporation Yard Existing Site Plan

**TABLE 1
SUNOL CORPORATION YARD EXISTING FACILITIES**

No.¹	Name/Type	Estimated Size (Square Feet)	Proposed Action
1	Staff Residence and Garage	1,800	<i>Remove</i>
2	Guest House	400	<i>Remove</i>
3	Office – Landscaping	210	<i>Remove</i>
4	Modular Office Structures	1,500	<i>Remove</i>
5	Former Cottage (Abandoned)	1,697	<i>Remove</i>
6	Storage	105	<i>Remove</i>
7	Electrical Shed	165	<i>Remove</i>
8	Backup Power Generator	NA	<i>Remove</i>
9	Town of Sunol Pump Building	195	<i>Retain</i>
10	Offices – Natural Resources	1,150	<i>Remove</i>
11	Administration Building	2,115	<i>Remove</i>
12	Covered Vehicle Storage	6,200	<i>Remove</i>
13	Uncovered Vehicle Storage Areas	1,400	<i>Remove</i>
14	Vehicle Equipment Maintenance and Repair Shop, Carpenters Shop, and Day Room	2,438 (Shop) 813 (Day Room)	<i>Remove</i>
15	General Storage Shed	240	<i>Remove</i>
16	Purchase Warehouse and Corrosion Control Service Building	2,325 (Warehouse) 1,935 (Service Building)	<i>Remove</i>
17	Modular Building, Office/Day Room	240	<i>Remove</i>
18	Storage and Painters Shop	670	<i>Remove</i>
19	Propane Tank	NA	<i>Remove</i>
20	Fueling Island and Underground Storage Tanks	0	<i>Remove</i>
21	Shop – Welding and Rolling	3,600	<i>Retain</i>
22	Shop – Automotive	3,600	<i>Retain</i>
23	Shop – Building and Grounds and Carpentry	3,600	<i>Retain</i>
24	Communications Tower	0	<i>Retain</i>
25	Backup Power Generator and Diesel Tank	NA	<i>Remove</i>
<p>Note:</p> <p>¹ Facility number corresponds with facility number and location depicted on Figure 3. NA = Not applicable.</p>			

The proposed reconfiguration of the Sunol Yard is depicted on **Figure 4** and outlined in **Table 2**. This project element would also include repair work on the historic main gate and the installation of shoulders composed of resin pavement or like material along Temple Road; the shoulders would also function as a pedestrian walkway. The main gate is composed of columns with semi-circular walls that frame the access to the Sunol Water Temple. Features including the existing concrete pillars would be inspected and repaired consistent with the original design. The existing wrought-iron fence and gate would be cleaned and repainted, or where necessary, components of the fence would be replaced. The existing modern gate opener and hardware would be upgraded to meet current security standards. Temple Road would be repaved as funding allows.

A.4.2 Development of Alameda Creek Watershed Center

The project proposes to construct a Watershed Center (approximately 13,000 square feet) in the vicinity of the Sunol Water Temple (**Figure 5**). A one-story structure would include an interpretive display area, history alcoves, watershed discovery lab, community room, restrooms, entry plaza, reception area, and administrative offices. The proposed Watershed Center site would also include a covered patio and outdoor amphitheater. A new underground wastewater holding tank would be installed near the Watershed Center. Low-flow technology and fixtures would be incorporated into the design to conserve water. Existing fencing would be relocated to the northern edge of the project site; additional low-height perimeter fencing would be installed at the Watershed Center where needed for the safe use of the area by visitors, including for the exclusion of visitors from the lower areas of the filter galleries. As part of the integration of Watershed Center with the educational activities of the existing Sunol Water Temple Agricultural Park, a walking path, including pedestrian safety features such as striping, would link the two locations.

The existing (but not currently in use) picnic area south of the Sunol Water Temple would be improved and re-opened to the public. Improvements would include an ADA-compliant access path and stairs, new picnic tables, and a play structure for children. These facilities would be subject to ongoing monitoring and maintenance. The existing abandoned restroom facilities in the picnic area would be removed, and public restrooms would be available in the Watershed Center. The existing barbed-wire-topped fencing at the picnic area would be replaced with a low-height perimeter fence consistent with recreational uses. The fence would include a gate, providing limited pedestrian access adjacent to Alameda Creek.



Note: Facility number corresponds with facility number and type listed in **Table 2**.

Figure 4
Sunol Corporation Yard Proposed Site Plan

TABLE 2
SUNOL CORPORATION YARD PROPOSED AND RETAINED FACILITIES

No. ¹	Name/Type	Estimated Size ² (Square Feet)
1	Administration Building	11,500
2	Shop – Plumbing and Electrical	3,600
3	Shop – Electronic Maintenance Technicians and Radio	3,600
4	Covered Material Storage	8,000
5	Large Equipment Covered Storage #1	8,000
6	Large Equipment Covered Storage #2	8,000
7 and 8	Covered Storage and Natural Resources Shop	8,000
9	Transformer Pad	NA
10	Aboveground Bio-Diesel and Gasoline Storage Tanks	NA
11	Shade Canopy/Enclosure for Fuel Tanks	NA
12	Backup Power Generator and Aboveground Diesel Storage Tank	NA
13	Fuel Station	NA
14	(Retained) Shop – Welding and Rolling	3,700
15	Shop – Paint and Blast	4,500
16	(Retained) Shop – Automotive	3,700
17	(Retained) Shop – Building and Grounds and Carpentry	4,100
18	(Retained) Town of Sunol Pump Building	200
19	Natural Gas Storage Tank	NA
20	Natural Gas Fueling Appliance	NA
21	Wash Rack Area	NA
22	(Retained) Communications Tower	NA
23	Underground Wastewater Holding Tanks	NA
<p>Notes:</p> <p>¹ Facility number corresponds with facility number and location depicted on Figure 4.</p> <p>² All proposed buildings will be one story.</p> <p>NA = Not applicable.</p>		

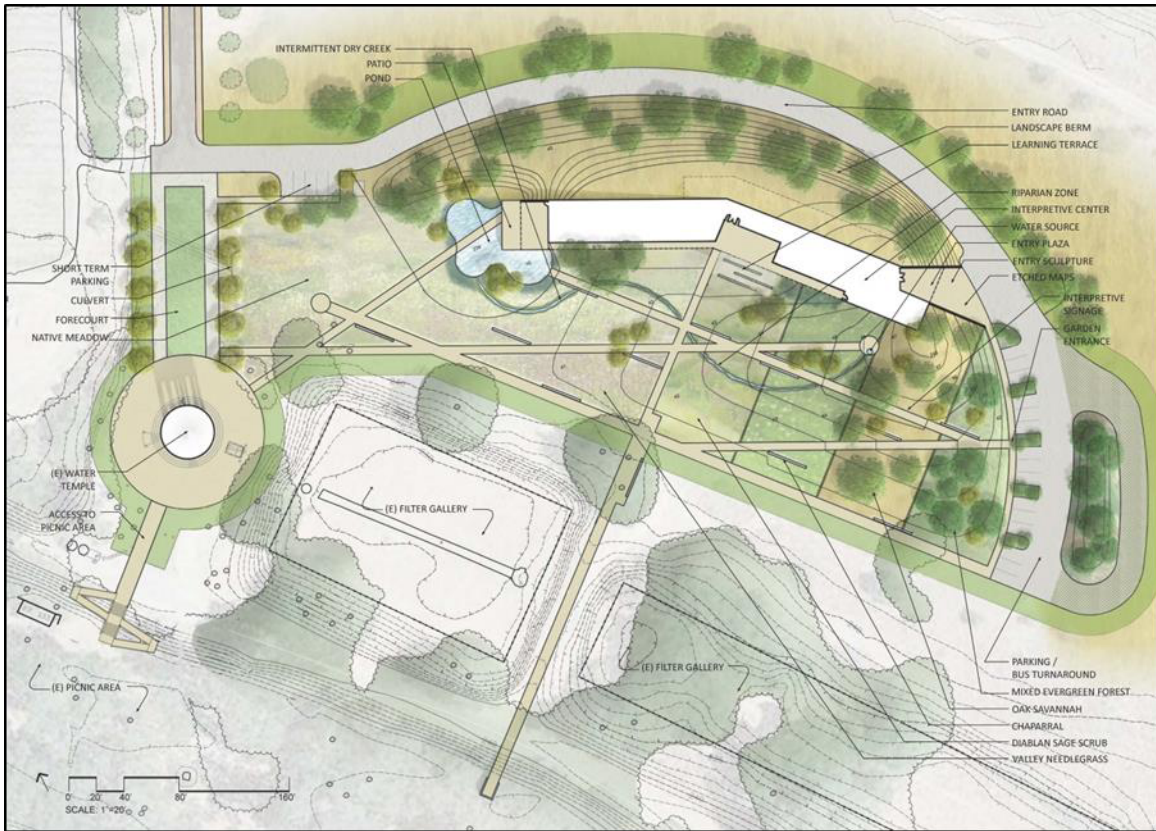


Figure 5
Alameda Creek Watershed Center Proposed Site Plan

To enhance the viewshed at the Sunol Water Temple and along Temple Road, the paved area directly in front of the temple would be replaced with a landscaped forecourt that includes a visitor drop-off area, and an inoperable wheelchair lift on the temple would be removed and replaced with a functioning, ADA-compliant wheelchair lift on the south side of the temple. An existing dirt parking area (approximately 15 parking spaces) and an abandoned concrete pad would also be removed from the foreground to the Temple; a replacement parking area would be located south of the Watershed Center (approximately 30 parking spaces and three bus spaces), along with a small short term parking area along the Watershed Center access road (approximately 5 parking spaces) and bicycle racks. Also, the existing pavement immediately around the temple would be replaced and would match the circular shape of the temple.

As part of project planning activities, several locations in Sunol Valley were considered as candidate sites for the proposed Watershed Center.⁴ The location at the Sunol Water Temple was determined by the SFPUC to be the only site capable of feasibly achieving all project objectives (see **Section A.3, Project Purpose**) and presented the least potential for project impacts as compared to other potential areas onsite. The proposed location was identified as having a reduced flood risk and would allow compliance with the requirements of the San Francisco Floodplain Management Ordinance (see **Section E.15, Hydrology and Water Quality**, and **Figure 15, FEMA Flood Hazard Area Map**); would minimize the need for imported fill (see **Section E.15, Hydrology and Water Quality**); would minimize impacts to agricultural lands (see **Section E.18, Agriculture and Forest Recourses**); would allow for a design that avoids impacts to a viewshed in an eligible historic district (see **Section E.4, Cultural and Paleontological Resources**); and would provide a safe traffic and pedestrian environment for users of the Watershed Center, including children (see **Section E.5, Transportation and Circulation**).

A.4.3 Lighting

Lighting systems and controls would be designed to meet the State of California Title 24 Energy Efficiency requirements, and illumination levels would be consistent with recommendations of the Illumination Engineering Society Lighting Handbook. Lighting for outdoor facilities would be designed to minimize glare and light pollution in adjacent areas and would include building- and pole-mounted cutoff luminaires. Outdoor lighting in landscaped areas and areas visible to the public would be coordinated with the project's architects. Selection of lighting fixtures would occur during final design. Emergency illumination and egress lighting would be provided in all appropriate spaces, as required by the California Building Standards Code.

A.4.4 Ancillary Components

Additional components include extension of utilities such as water, natural gas, and communications from the Sunol Yard to the new Watershed Center. The conduits would be buried in shallow trenches at depths of no more than 6 feet below ground surface (bgs) along the eastern side of Temple Road. An electrical transmission line would be extended underground from the existing power pole adjacent to the Sunol Pump Station to the Watershed Center. As

⁴ SFPUC, 2015. *Site Screening Analysis Memorandum*. January

discussed above, replacement fencing and/or extensions to existing fencing surrounding the new facilities are also proposed at project locations, as necessary.

A.5 Construction Activities and Schedule

Estimated construction activities for the Sunol Yard and the Watershed Center are outlined in **Tables 3 and 4**. The estimated schedules include a period of overlap where construction would occur at both sites concurrently.

Construction activities at the Sunol Yard are estimated to take approximately 18 months to complete.

**TABLE 3
ESTIMATED SUNOL CORPORATION YARD CONSTRUCTION SCHEDULE**

Activity	Task(s)	Duration
Mobilization	Equipment mobilization	October – November 2015
Site Preparation	Tree removal/Clearing/Set-up of staging areas	November – December 2015
Grading/Earthwork	Excavation	December 2015
Construction of Administration Building	Grading/Excavation/Laying of foundation/Construction	December 2015 – November 2016
Construction of Shops	Grading/Excavation/Laying of foundation/Construction	February 2016 – November 2016
Primary Demolition Activities	Removal of selected existing facilities	November 2016 – March 2017
Construction of Fueling Area	Grading/Laying of foundation/Construction	December 2016 – February 2017
Installation of Generator and Transformer	Grading/Laying of foundation/Construction	February 2017 – April 2017
Construction of Large Storage Areas	Grading/Laying of foundation/Construction	December 2016 – February 2017
Construction of Covered Material Storage	Grading/Laying of foundation/Construction	January 2017 – February 2017
Road Work	Grading/Paving	March 2017
Landscaping, Repair of Main Gate	Planting, Repair	March – April 2017

Note:

This is an approximated schedule outline that is subject to completion of environmental review, project approval, and detailed design, as well as advertisement, receipt of bids, and award. Changes in the proposed schedule are possible.

Construction activities for the Watershed Center are estimated to take approximately 18 months to complete.

TABLE 4
ESTIMATED ALAMEDA CREEK WATERSHED CENTER CONSTRUCTION SCHEDULE

Activity	Task(s)	Duration
Mobilization	Construction equipment mobilization	March – April 2016
Site Preparation	Clearing/Set-up of staging areas	April – May 2016
Grading/Earthwork	Excavation	May – June 2016
Construction of Watershed Center Structure	Grading/Excavation/Laying of foundation/Construction	June 2016 – June 2017
Interpretive Display Installation	Installation of exhibits	June – September 2017
Updating Picnic Area	Grading/Installation of ramp and equipment	June – July 2017
Road Work	Grading/Paving	June 2017
Landscaping	Planting	June – September 2017
<p>Note: This is an approximated schedule outline that is subject to completion of environmental review, project approval, and detailed design, as well as advertisement, receipt of bids, and award. Changes in the proposed schedule are possible.</p>		

A.5.1 Facilities

Facilities construction would generally involve three types of construction activities: site preparation, excavation, and building construction.

Site Preparation

Site preparation would involve demolition and removal of existing structures, tree removal, clearing, minor leveling, and grading where necessary. Removal of existing structures at the Sunol Yard would produce an estimated 2,000 cubic yards of demolished building materials. Materials would be disposed of or recycled, consistent with applicable regulations, at appropriate facilities accessed via I-680. Any hazardous materials, including asbestos, encountered during demolition would be contained, transported, and disposed of in accordance with applicable laws and regulations.

Excavation

Excavation of the building foundations would be accomplished by backhoe or excavator. The depth of the excavations would vary depending on facility height and site conditions, but would generally not exceed 5 feet below the current ground surface, except at the locations of the existing underground fuel storage tanks and existing and proposed wastewater holding tanks, where excavation work may range to 15 feet below grade. Estimated cut and fill quantities for the Sunol Yard and the Watershed Center are provided in **Tables 5 and 6**, respectively. Shallow trenches necessary for utility conduits would be excavated by backhoe or trencher.

**TABLE 5
SUNOL CORPORATION YARD ESTIMATED CUT AND FILL QUANTITIES**

Item	Volume (cubic yards)
Imported material	7,000
Excavated material	20,000
Excavated material to be reused at Sunol Yard	6,000
Surplus excavated materials	14,000
Portion for offsite disposal	4,000
Excavated material to be reused at Watershed Center	10,000

**TABLE 6
ALAMEDA CREEK WATERSHED CENTER ESTIMATED CUT AND FILL QUANTITIES**

Item	Volume (cubic yards)
Excavated material (reused onsite)	500
Imported material (i.e., reused) from Sunol Yard	10,000

Building Construction

Generally, buildings would use steel structural framing atop reinforced concrete foundations. All buildings would be designed in accordance with the California Building Standards Code (2013) and the SFPUC seismic reliability standards.⁵ The proposed Administration Building at the Sunol

⁵ SFPUC, 2014. *General Seismic Requirements for Design of New Facilities and Upgrade of Existing Facilities*. Revision 3, DOC No. WSIP/CSP 001 R2R3. June.

Yard and the Watershed Center would be designed to achieve LEED Gold Certification addressing sustainable sites, water efficiency, energy and atmosphere, materials and resources, and indoor environmental quality. Therefore, the stormwater systems for both the Sunol Yard Administration Building and the Watershed Center would be designed to achieve the LEED SS6.2 credit. The SFPUC also intends to construct all proposed buildings at the Sunol Yard outside of the Federal Emergency Management Agency (FEMA)-estimated floodway associated with inundation caused by the 1-Percent Annual Chance Flood (also referred to as the 100-year flood event) and above the floodplain associated with the 1-Percent Annual Chance Flood. The Watershed Center is proposed to be located outside of the FEMA-estimated floodway and above the floodplain subject to inundation by the 1-Percent Annual Chance Flood.

A.5.2 Fencing

Replacement, maintenance, and installation of fencing will be completed at the Sunol Yard, the Watershed Center and associated picnic area, filter galleries, and Temple Road, in addition to the relocation of an existing fence to the edge of the proposed Watershed Center site.

A.5.3 Landscaping

Landscaping would be an essential component of this project. Landscaping proposed for the Sunol Yard would include mostly native and/or climate-appropriate planting materials with massing of deciduous trees to create shade cover and reduce heat island effect. At the Watershed Center, a forecourt of drought tolerant lawn or landscaping would serve as a formal point of arrival as well as a recreational space. As with the Sunol Yard, drought-resistant native plantings and shade areas are planned for the Watershed Center. As discussed above, a Watershed Discovery Trail is proposed as part of the Watershed Center. Energy and water conservation practices would be incorporated into landscape design.

A.5.4 Construction Staging Areas

Staging would occur at each project site, with a supplementary staging area in the southwestern quadrant of the project location, in an area that is currently used as a materials storage area. Staging areas would be used by contractors for storage of construction-related equipment and materials, such as construction trailers and vehicles, materials, and small quantities of fuels and lubricants. The construction staging areas, which may require minor leveling, could also be used for the stockpiling of excavated soil for reuse. Once a staging area is no longer needed, it would be restored to its previous condition.

A.5.5 Construction Equipment

Project construction would include grading, excavations, and erection of building structures within the project limit of work area (see **Figure 2**). Construction equipment would include standard dump trucks, flatbed trucks, watering trucks, concrete mixers, bulldozers, backhoes, excavators, front-end loaders, compactor/rollers, sawcutting machines, forklifts, cranes, a Baker-type water storage tank and dewatering systems, and other equipment as needed. Most types of equipment would only be needed for certain phases of the construction activities. A temporary 150-kilowatt generator would be used for intermittent peak demands during construction. If needed, portable lighting would be used; lights would be pointed down at the construction site (away from nearby properties).

A.5.6 Construction and Public Access

Public roadways or unpaved service roads on SFPUC land would provide the primary access routes to the project sites. Project construction workers would park in a number of permanent and temporary onsite parking areas at the project site, or in construction staging areas. There would be no worker parking along public ROWs. The Sunol Yard would remain in operation during construction.

To ensure public and traffic safety during construction, access to the existing agricultural park for tours and events would require advance coordination with the SFPUC, and would involve periodic interruptions in access; no public access would be provided to the Sunol Water Temple while project construction activities are ongoing at the Sunol Yard or the Watershed Center.

A.5.7 Construction Workforce and Construction Hours

The number of construction workers on site would vary based on construction activity. **Tables 7 and 8** estimate the number of construction workers by activity at the Sunol Yard and the Watershed Center, respectively.

TABLE 7
SUNOL CORPORATION YARD ESTIMATED NUMBER OF CONSTRUCTION WORKERS

Construction Activity	Average per Day	Maximum
Administration building	12	18
Shops	10	15
Demolition of existing facilities	8	14
Construction of fuel tank site	5	8
Installation of generator and transformer	5	8
Storage areas	7	10
Landscaping/Paving	5	8

TABLE 8
ALAMEDA CREEK WATERSHED CENTER ESTIMATED NUMBER OF CONSTRUCTION WORKERS

Construction Activity	Average per Day	Maximum
Building	10	14
Landscaping/Paving/Displays	10	14

Because construction would overlap at the Sunol Yard and Watershed Center, it is likely that construction crews would be working at the sites simultaneously. Construction activities are expected to occur Monday through Friday, from 7:00 a.m. to 7:00 p.m.; and on weekends from 8:00 a.m. to 5:00 p.m. Portable temporary lighting may be used during the course of construction and would be directed downward to minimize light trespass to adjacent areas.

A.5.8 Standard Construction Measures

The SFPUC has established Standard Construction Measures to be included in all construction contracts.⁶ The main objective of these measures is to avoid and reduce impacts on existing resources to the extent feasible. A goal of the proposed project is to integrate best management practices (BMPs) throughout project development, to provide source control and water quality

⁶ SFPUC, 2007. *Standard Measures to be Included in Construction Contracts and Project Implementation*. February 7.

treatment of runoff from paved and other developed areas prior to discharge into the swales and infiltration trenches that percolate flows to groundwater and discharge into Alameda Creek and Arroyo de la Laguna. Among other measures, the SFPUC would require that the contractor provide notification at least 14 days in advance to businesses, property owners, facility managers, and residents of adjacent areas potentially affected by project construction, regarding the nature, extent, and duration of construction activities. The measures also call for the contractor to implement avoidance measures where necessary to protect special status biological resources, if present. In addition, the contractor would prepare a Traffic Control Plan to minimize traffic impacts on streets affected by construction of the project.

The Standard Construction Measures stipulate that all construction contractors must implement construction stormwater BMPs. At a minimum, construction contractors would be required to undertake the following measures, as applicable, to minimize adverse effects of construction activities on water quality: erosion and sedimentation controls tailored to the site and project; preservation of existing vegetation; installation of silt fences, use of wind erosion control (e.g., geotextile or plastic covers on stockpiled soil); and stabilization of site ingress/egress locations to minimize erosion. Furthermore, if groundwater is encountered during any excavation activities, the contractor shall ensure that water is discharged in compliance with all applicable standards and requirements.

A.6 Operations and Maintenance

The SFPUC is responsible for the storage, quality control, and distribution of the area's drinking water. The water supply system stretches from the Sierra Nevada to the City of San Francisco, and features a complex series of reservoirs, tunnels, pipelines, and treatment systems. The Sunol Valley occurs near the midpoint of this system, which delivers millions of gallons of fresh water to customers in Santa Clara, Alameda, San Francisco, and San Mateo Peninsula communities. The Sunol Valley location is of major importance as the Sunol Yard functions as the operational headquarters for SFPUC East Bay operations.

Sunol Yard activities center on the operations and maintenance of water supply lines. Carpentry, plumbing, welding, painting and electrical work, engineering, and automotive repair are regular activities conducted in yard shop facilities. Sunol Yard also houses various materials and equipment used to maintain the water system in the Sunol region. The majority of Sunol Yard staff work in the field full time. These employees pick up vehicles, equipment, and materials at

the Sunol Yard, and then depart to work off site. Sunol Yard administrative staff is office-based, and manages and supports the overall function of various SFPUC departments based in Sunol.

There would be little change in the operation and maintenance of improved project facilities at the Sunol Yard. No additional staffing would be needed to operate and maintain the proposed facilities, although additional office staff are planned to use Sunol Yard following project completion. Presently, approximately 47 staff use the Sunol Yard, an estimated 31 of whom work full time in the field. Approximately 61 staff are planned to use the yard following completion.

The Watershed Center would be staffed with four employees. The site would be open to the general public Monday through Friday, approximately from 9:00 a.m. to 3:00 p.m., and it is proposed to be open on the weekends and for periodic evening events; however, access to the Watershed Center and associated picnic area would depend on future budget considerations. Access to the Watershed Center would be available for educational uses and special events.

All buildings would require daily and weekly maintenance activities and general upkeep. Landscaping would also need to be maintained.

A.7 Required Actions and Approvals

This Initial Study (IS)/Mitigated Negative Declaration (MND) is intended to provide the environmental analysis necessary for the planning, development, approval, construction, operations, and maintenance of the project. In addition to this IS/MND, the proposed project is likely to require the following state and local agency actions and permits:

- State Water Resources Control Board (SWRCB): National Pollutant Discharge Elimination System (NPDES) Order 2009-0009-DWQ, "General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Construction General Permit).
- Encroachment permit from the California Department of Transportation (Caltrans) (if needed to accommodate repair work on the main gate, which is adjacent to SR 84).
- Compliance with Alameda County Environmental Health Underground Storage Tank Program and Above Ground Storage Tanks protocol for hazardous materials.

To locate the proposed Watershed Center on SFPUC land between the existing quarry and Sunol Water Temple, the SFPUC would also need to modify its existing lease agreement with Mission Valley Rock Company to return to the SFPUC the use of a portion of the lease area that is not

slated for future quarrying. The proposed project would not likely require permits from the U.S. Army Corps of Engineers or the RWQCB under Sections 404 or 401 of the federal Clean Water Act, because the project would not require the placement of material within jurisdictional waters of the United States. Furthermore, no impacts on federally or state-listed species or habitat are anticipated (see **Section E.13, Biological Resources**, below). Therefore, the project is not likely to require take authorization from the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service, or the California Department of Fish and Wildlife (CDFW).

B. PROJECT SETTING

B.1 Regional and Local Setting

The project site is in the Sunol Valley in unincorporated Alameda County, west of I-680 and south of SR 84, on Alameda watershed lands owned by the City and County of San Francisco (CCSF) and managed by the SFPUC. The Alameda watershed is largely undeveloped, and consists primarily of rolling grassland and scattered oak woodlands. Existing SFPUC facilities in the Sunol Valley include water supply storage facilities (Calaveras and San Antonio Reservoirs); numerous transmission facilities (including the Alameda Siphons, Coast Range and Irvington Tunnels, Calaveras Pipeline, San Antonio Pipeline, and San Antonio Pump Station); and water treatment facilities (Sunol Valley Water Treatment Plant [SVWTP], Sunol Valley Chloramination Facility, and a fluoride facility).

B.2 Other Projects in the Vicinity

Past, present, and reasonably foreseeable future projects occurring in the vicinity of proposed project site could result in cumulative impacts in combination with the SLTI project impacts. These projects are as follows:

- Several projects involving the SFPUC (Alameda Creek Recapture Project, Alameda Siphons Seismic Reliability Upgrade, New Irvington Tunnel, SVWTP Expansion and Treated Water Reservoir, San Antonio Pump Station Upgrade, Various Pipeline Inspection Projects, San Antonio Reservoir Hypolimnetic Oxygenation System, Calaveras Dam Replacement, Geary Road Bridge Replacement, San Antonio Backup Pipeline Project, and the Town of Sunol Fire Suppression Project)
- Several roadway and infrastructure improvement projects (SR 84 Safety Project, SR 84 Expressway Widening Project, I-680 High-Occupancy Vehicle Lane, Alameda Creek Bridge Replacement Project, Pacific Gas and Electric Company Gas Pipeline Crossing, Alameda County Fire Department Sunol Project)
- Resource management plans and projects (Stream Management Master Plan Improvements and Rubber Dam No. 1 and Bay Area Rapid Transit Weir Fish Passage Project)
- An active mining operation adjoining the project site (SMP-32 Quarry Operations)

Table 9 in **Section E, Evaluation of Environmental Effects**, describes the potential cumulative projects in the project vicinity. The discussion of potential cumulative impacts is included in the individual environmental issue area subsections in **Section E**.



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau
525 Golden Gate, 8th Floor
San Francisco, CA 94102
T 415.551.4603
F 415.554.3225

February 6, 2015

Norma Sanchez
Muwekma Ohlone Tribe
P. O. Box 360791
Milpitas, CA 95036
Email: nsanchez@muwekma.org

RE: 1) Notice of Contract Award - Muwekma Ohlone Tribe Exhibits (CS-1002)
2) Transmittal - Executed Agreement between the City and County of San Francisco
Public Utilities Commission and Muwekma Ohlone Tribe

Dear Ms. Sanchez:

This letter provides a *notification of contract award* for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC15000052**
- *Work may not be charged against this blanket purchase order number*

SCOPE: To provide ideas, expertise, and input in the development of interpretive exhibits related to the Muwekma Ohlone Tribe for the Alameda Creek Watershed Center Project at SFPUC's Sunol Yard facility; also for pre-construction archaeological investigation and monitoring services during construction.

EFFECTIVE DATE: **February 3, 2015 to June 30, 2015**

CONTRACT TO DATE: Total value of contract not to exceed
\$20,000.00

Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Should you have any questions, please do not hesitate to contact Rosiana Angel at (415) 554-1549.

Edwin M. Lee
Mayor

Ann Moller Caen
President

Francesca Victor
Vice President

Vince Courtney
Commissioner

Harlan L. Kelly, Jr.
General Manager

Enclosure: Executed Agreement

cc: Carla Schultheis
File/NCA-CS-1002



**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

**The Muwekma Ohlone Tribe
(CS-1002)**

This Agreement is made this 1st day of November, 2014, in the City and County of San Francisco, State of California, by and between: Muwekma Ohlone Tribe, P.O. Box 360791, Milpitas, CA 95036, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department") wishes to consult with Contractor regarding the development and content of interpretive exhibits related to the Muwekma Ohlone Tribe at the SFPUC's proposed Alameda Creek Watershed Center in Sunol ("Project"); and,

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 40844-14/15 on August 12, 2014;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from November 1, 2014 to June 30, 2015.
3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.
5. **Compensation.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the SFPUC Project Manager Carla Schultheis, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$20,000 (twenty thousand dollars). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFPUC Project Manager as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.
6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."
8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or

approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Reserved. (Disallowance)

10. Taxes.

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of 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 the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance.

a. 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:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) 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.

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

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) 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 insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

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

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. Notwithstanding the foregoing, the foregoing insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C, Insurance.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is 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 and experts and related costs and City's costs of investigating any claims against the City. 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. Contractor shall indemnify 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) 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.

19. Reserved. (Liquidated Damages)

20. Default; Remedies.

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

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|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

3) Contractor (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

4) A court or government authority enters an order (a) 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, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. 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, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. 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.

21. Termination for Convenience.

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

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- 1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- 2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services

and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on 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 such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

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

To City: Carla Schultheis, Watershed and Environmental Improvement Program Manager, Natural Resources Division, San Francisco Public Utilities Commission, 525 Golden Gate Ave., 10th floor, San Francisco, CA 94102. cschultheis@sfgwater.org

To Contractor: Norma Sanchez, Tribe Administrator, the Muwekma Ohlone Tribe, P.O. Box 360791, Milpitas, CA 95036. nsanchez@muwekma.org

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. 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.

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T

is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under

Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Local Business Enterprise Utilization; Liquidated Damages.

a. **The LBE Ordinance.** Contractor shall comply with all the requirements of the Local Business Enterprise 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"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

34. Nondiscrimination; Penalties.

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges,

services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly 'Human Rights Commission').

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. 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 the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons 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.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between 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 or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor 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, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental

Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. Reserved. (First Source Hiring Program)

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of 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.

49. Administrative Remedy for Agreement Interpretation.

a. 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 by negotiation. 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 the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

54. 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.

55. Reserved. (Supervision of Minors)

56. 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 (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) 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.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any

failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Reserved.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Reserved. (Slavery Era Disclosure)

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, 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.


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

CITY

CONTRACTOR

Recommended by:

Muwekma Ohlone Tribe



Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

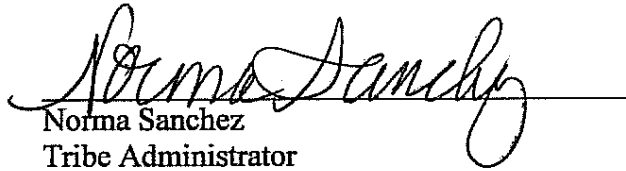
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.


Dennis J. Herrera
City Attorney

By: 
Joshua D. Milstein
Deputy City Attorney


Norma Sanchez
Tribe Administrator

Approved:

City vendor number: 94359


Jaci Fong
Director of the Office of Contract
Administration, and
Purchaser

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Insurance Waiver

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

1. Attend up to 10 monthly meetings with SFPUC staff and other consultants to provide ideas, expertise and input in the development of interpretive exhibits related to the Muwekma Ohlone Tribe for the Alameda Creek Watershed Center Project at the SFPUC's Sunol Yard facility.
2. Provide input and subject matter expertise in the follow areas:
 - Semi-immersive history alcoves
 - Historical mural
 - Outdoor interpretive panels and displays
 - Review of other related displays and exhibits
 - Review and comment on draft and final displays and exhibits
3. Provide necessary documentation of Muwekma Ohlone Tribe history
4. Optional: Provide preconstruction archaeological investigation and monitoring services during the construction. If this task is pursued the partied will amend the dollar amount of the contract.

Estimated hours - 3 hours per meeting, 3 people per meeting for a total of 90 hours.

Hourly rate - \$110/hour

Total not to exceed \$20,000

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC will be Carla Schultheis.

**Appendix B
Calculation of Charges**

Muwekma Consultant Fee Estimate				
# of meetings	# of hours per meeting*	# of tribe members attending meetings	Hourly rate	Total Cost
12	5	3	\$110	\$19,800

Appendix C Insurance Waiver

Sanchez, Daniel

From: Hua, Benson
Sent: Thursday, October 23, 2014 9:15 AM
To: City Requirements
Subject: RE: SFPUC contract: CS-1002

Follow Up Flag: Follow up
Flag Status: Completed

We can grant the waiver.

Thanks,

Benson

Benson Hua, ARM
Sr. Risk Analyst
San Francisco Public Utilities Commission
Assurance and Internal Controls | Enterprise Risk Management
525 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102
tel: (415) 551-4571 / email: bhua@sfwater.org

From: Tang, Grace On Behalf Of City Requirements
Sent: Wednesday, October 22, 2014 5:08 PM
To: Hua, Benson
Subject: FW: SFPUC contract: CS-1002

Hey Benson,

We had briefly talked about this contract a while back. Please see below for the vendor's request to waive insurance requirements. The vendor will be providing the following services:

1. Attend up to 10 monthly meetings with SFPUC staff and other consultants to provide ideas, expertise and input in the development of interpretive exhibits related to the Muwekma Ohlone Tribe for the Alameda Creek Watershed Center Project at the SFPUC's Sunol Yard facility.
2. Provide input and subject matter expertise in the follow areas:
 - Semi-immersive history alcoves
 - Historical mural
 - Outdoor interpretive panels and displays
 - Review of other related displays and exhibits
 - Review and comment on draft and final displays and exhibits
3. Provide necessary documentation of Muwekma Ohlone Tribe history
4. Optional: Provide preconstruction archaeological investigation and monitoring services during the construction.

I've also attached the requirements from the contract.

Thanks!

Grace Tang
SFPUC Contract Administration Bureau
525 Golden Gate Avenue 8th Floor
San Francisco, CA 94102
(415)551-4643 | cityreq@sfgwater.org

From: Norma Sanchez [<mailto:nsanchez@muwekma.org>]
Sent: Wednesday, October 22, 2014 10:14 AM
To: City Requirements
Subject: RE: SFPUC contract: CS-1002

Good Morning Grace,

I realize that SFPUC requires general liability, auto liability and workmen's compensation insurance. The Muwekma Ohlone Tribe does not have general liability or workmen's compensation, we currently do not have employees, as for auto liability insurance we have our own personal auto insurance and the work that we are contracting for does not require for us to use our cars.

Therefore, we are requesting that the insurance requirements be waived at this time. Thank you, in advance for your consideration on this matter and if you should have any other questions please do not hesitate to contact me at (408) 616-0442 or email me at nsanchez@muwekma.org.

Norma E. Sanchez
Tribal Administrator
Office: (408) 270-2361
Cell: (408) 616-0442

From: Tang, Grace [<mailto:GrTang@sfgwater.org>] **On Behalf Of** City Requirements
Sent: Wednesday, October 22, 2014 9:10 AM
To: Norma Sanchez
Cc: Jackson, Shamica; Monica V. Arellano; Gloria Gomez; rod_she@charter.net; avalgm14@icloud.com; Rosemary Cambra; alan.leventhal@sjsu.edu
Subject: FW: SFPUC contract: CS-1002

Norma,

It does not seem like there has been any movement on the e-mail I sent below. Please use the following link to upload your broker's information to get your insurance documentation approved:
https://prod2.exigis.com/puc/applications/Compliance/SubmitContactDetails_step1.asp?ComplianceWorkflowInstanceID=98A9B523-3A42-4EBD-B3F4-A9B353E22617.

Please fill out the CMD Form 3 attached as well. Let me know if you have any questions!

Grace Tang
SFPUC Contract Administration Bureau
525 Golden Gate Avenue 8th Floor
San Francisco, CA 94102
(415)551-4643 | cityreq@sfgwater.org

From: Tang, Grace **On Behalf Of** City Requirements
Sent: Wednesday, October 08, 2014 1:17 PM
To: 'nsanchez@muwekma.org'
Cc: Jackson, Shamica
Subject: SFPUC contract: CS-1002

Hi Norma,

I assist with the contract certification process at the SFPUC. The following are the City and Insurance Requirements needed to certify the contract:

Insurance Requirements

1. The City Risk Manager's office has a new insurance system, EXIGIS, and an email was just sent to you (check SPAM) for the broker's contact. From there EXIGIS will email the broker to upload the insurance online. Our office is no longer accepting insurance directly.
The contract currently calls for Worker's Compensation, Commercial General Liability, and Commercial Auto Liability with limits not less than \$1M and an aggregate limit not less than \$2M. If any of these are not applicable to you, please e-mail me back with why you want that insurance requirement to be waived.

City Requirements

1. Please fill out and e-mail back to me the attached CMD Form 3.

Let me know if you have any questions or issues!

Best,

Grace Tang
SFPUC Contract Administration Bureau
525 Golden Gate Avenue 8th Floor
San Francisco, CA 94102
(415)551-4643 | cityreq@sfgwater.org

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Professional Technical and Training Services + Enterprise Licensing Agreement

Funding Source: General Funds

PSC Amount: \$4,000,000

PSC Est. Start Date: 07/01/2024

PSC Est. End Date 06/30/2027

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Training users on the citywide Enterprise Licensed Geographic Information System (GIS) software products, and Geographic Information System Project consulting, on an as-needed basis. Prior to 2022 CSC did not require departments to include the proprietary licensing and maintenance costs for on-premise and cloud based software products. The totality of this request is \$3.5M for proprietary software licensing and maintenance for both on-premises and cloud software products, as well as up to \$500k in training and consultative services on an as-needed basis. Not all departments actually utilize the 100 hours of technical training and up to 100 hours of learning and service credits. This amount also encompasses the vendors GIS training pass which includes up to 50 training days per year for client departments use to learn about new features on the software suite of products.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to provide training and project consulting for Citywide use of Geographic Information System Software products on an as-needed basis. These services require special technical knowledge of Environmental Systems Research Institute products. These products are critical to the functions of twenty-eight City Departments and if denied will adversely affect their operations.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Most recent PCS#37663-17/18 - Mod was approved by the commission on April 5, 2021. This new request is to stand up a new Enterprise Level Agreement for the next 3 yrs.

D. Will the contract(s) be renewed?

yes City departments continue to need the Environmental Systems Research Institute Enterprise Advantage Program's technical advisory hours and also to leverage the supplier's learning and services credits.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

not applicable

2. Reason(s) for the Request

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

Services required on an intermittent basis and require proprietary technical knowledge of Environmental Systems Research Institute Geographic Information System Products that are not available to City staff and cannot access due to the proprietary nature of the Geographic Information System Software.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Specialized proprietary technical knowledge of Environmental Systems Research Institute Desktop and Server-side Geographic Information System Software products, Geographic Information System Technical Requirement and Solution Development, Geographic Information System Project Management and Implementation, Geographic Information System Software Training.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not applicable.

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Training and Project Consulting Services require extensive technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software. Additionally, Project Consulting Services may require access to Environmental Systems Research Institute source codes that are proprietary to Environmental Systems Research Institute and not available to City employees.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because the services require technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software, and access to Environmental Systems Research Institute source codes. Current PCS employees utilize the software for their day to day roles.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The training will be for City Departments utilizing Environmental Systems Research Institute Geographic Information System Software on an as-needed basis. The approximate number of hours and the scope of any training will be determined when a Department identifies a Geographic Information System project they need assistance with. At the time of this new Enterprise Agreement, no training activities have been identified.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. Yes, Environmental Systems Research Institute which will expire on 6/30/2024

7. **Union Notification:** On 09/26/2023, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave 2nd Floor

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46699 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
To: [Gines, Jolie \(TIS\)](mailto:Gines,Jolie(TIS)); [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko(DBI)); sportillo@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; [Edhammer, Ken \(TIS\)](mailto:Edhammer,Ken(TIS)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 46699 - 23/24
Date: Tuesday, September 26, 2023 11:25:45 AM

RECEIPT for Union Notification for PSC 46699 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 46699 - 23/24 for \$4,000,000 for Initial Request services for the period 07/01/2024 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/21420> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS THIRD AMENDMENT (this “Third Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between Environmental Systems Research Institute, Inc. (“Contractor” or “Esri”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update the covered Enterprise License Software available for procurement;

WHEREAS, approval for this Third Amendment was obtained when the Civil Service Commission approved Contract number PSC#37663-17/18 on April 6, 2021;

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

1. Definitions. The following definitions shall apply to this Third Amendment:

1a. Agreement. The term “Agreement” shall mean the Software License and Maintenance Agreement dated July 1, 2018 between Contractor and City, as amended by the:

First Amendment dated November 1, 2018, and

Second Amendment dated May 1, 2020.

1b. Other Terms. Terms used and not defined in this Third Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 3. Term of the Agreement. Section 3 of the Agreement currently reads as follows:

3. Term of the Agreement. Subject to Section 2, the term of the Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated in accordance with the provisions of this Agreement.

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

3. Term of the Agreement. Subject to Section 2, the term of the Agreement shall be from July 1, 2018 to June 30, 2024, unless sooner terminated in accordance with the provisions of this Agreement.

2b. Section 18. Guaranteed Maximum Costs. Section 18 of the Agreement currently reads as follows:

18. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification and shall not at any time exceed the amount Two Million Dollars (\$2,000,000) which includes the fees/costs for the ELA Fee in the amount of \$1,575,000.00, optional EEAP annual subscriptions and optional Training Pass annual subscription(s), each of which are described and priced in Appendix B. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

18. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification and shall not at any time exceed the amount Four Million Five Hundred Dollars (\$4,500,000) which includes the fees/costs for the ELA Fee in the amount of \$3,310,000.00, optional EEAP annual subscriptions, optional Training Pass annual subscription(s), and

optional additional products, each of which are described and priced in Appendix B. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

2c. Appendix A – Software and Deployment Schedule. Appendix A – Software and Deployment Schedule as modified by the First and Second Amendments, is hereby replaced by the new Appendix A, attached herein.

2d. Appendix B – ELA Fee Schedule. Appendix B – ELA Fee Schedule is hereby replaced by the new Appendix B, attached herein.

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

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

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

CITY

Recommended by:

DocuSigned by:
Gerull, Linda
5F172D9980A04F7...

Linda Gerull
City Chief Information Officer
Executive Director
Department of Technology

CONTRACTOR

Environmental Systems Research Institute, Inc.

DocuSigned by:
Tim Brazeal
A7DF53BD2FF644F...

Tim Brazeal
Manager, Commercial and Government
Contracts

City vendor number: 0000020591

Approved as to Form:

Dennis J. Herrera
City Attorney

DocuSigned by:
Gutierrez, Margarita
3AA5640935284BE...
By: _____
Margarita Gutierrez
Deputy City Attorney

Approved:

DocuSigned by:
Moayed, Taraneh
9AEA44694D514E7...

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

APPENDIX A**SOFTWARE AND DEPLOYMENT SCHEDULE**

A. For the period beginning July 1, 2021 through June 30, 2024 (Years 4, 5 and 6), City may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees.

Table A-1**Enterprise License Software—Uncapped Quantities**

Product	Total Qty./Seats to Be Deployed
ArcGIS Desktop: Advanced, Standard, Basic (Single and Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use)	Uncapped
ArcGIS Enterprise: Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
ArcGIS Monitor	Uncapped
Mapping and Charting solutions: Esri Production Mapping for Desktop, ArcGIS for Aviation: Airports	Uncapped
ArcGIS Engine	Uncapped
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Uncapped
ArcGIS Runtime: Lite, Basic, Standard, Advanced	Uncapped
ArcGIS Runtime Analysis Extension	Uncapped

Table A-2

Enterprise License Software—Capped Quantities

Product	Rolled-In Qty. (if applicable)	Qty./Seats to Be Deployed	Total
Data Interoperability Desktop Extension	0	1	1
Esri City Engine Advanced: Single Use Licenses	2	0	2
ArcGIS GeoAnalytics Server	0	1	1
ArcGIS Notebook Advanced Server	0	1	1
ArcGIS Mission Server	0	1	1
ArcGIS GeoAnalytics Server for Staging	0	1	1
ArcGIS Notebook Advanced Server for Staging	0	1	1
ArcGIS Mission Server for Staging	0	1	1
Arc Pad	5	0	5
ArcGIS Community Analyst Web App Online: Term Licenses	0	40	40
Insights in ArcGIS Online: Term Licenses	0	10	10
GeoPlanner for ArcGIS Online: Term Licenses	0	5	5
Drone2Map for ArcGIS Online: Term Licenses	0	3	3
ArcGIS Urban Suite: Term Licenses	0	5	5
ArcGIS Parcel Fabric User Types Extension for ArcGIS Enterprise: Term Licenses	0	10	10
ArcGIS Utility Network Service User Type Extension for ArcGIS Enterprise: Term Licenses	0	10	10
Insights for ArcGIS Enterprise: Term License	0	10	10
ArcGIS Developer Subscription – Professional Subscriptions	0	2	2
ArcGIS Developer Subscription: Enterprise subscription	0	1	1

Table A-2 Continued**Enterprise License Software—Capped Quantities**

Product	Number of Subscriptions	User Type per Subscription	Annual Credits per Subscription
ArcGIS Hub Premium: ArcGIS Online Community Account	1	100 Creator	10,000
ArcGIS Online User Types*: Organizational Subscription	1	250 Viewer 1,000 Creator 1,000 Field Worker	300,000
ArcGIS Enterprise User Type Term Licenses**:	N/A	1000 Creator 1,000 Field Worker	N/A

*The value of this Agreement is based on the following estimated number of ArcGIS Online User Types: 26 Viewer, 29 Editor, 93 Field Worker, 144 Creator User Types. City may deploy additional User Types with any number above the estimated Users to be considered at the time of renewal.

**The value of this Agreement is based on the following estimated number of ArcGIS Enterprise User Types: 1 Editor, 275 Field Worker, 37 Creator User Types. City may deploy additional User Types with any number above the estimated Users to be considered at the time of renewal.

B. City shall have the option to purchase additional licenses listed above in Table A-2 or licenses not listed above in either Table A-1 or Table A-2 subject to agreed upon pricing. An annual product list will be furnished upon request by City.

APPENDIX B**ELA FEE SCHEDULE**

The ELA Fee is \$3,310,000. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, and Esri International User Conference registrations. The ELA Fee does not include software development services. Optional EEAP and/or Training Passes as described in this Appendix B, may be purchased under this Agreement. The total Contract Value (not to exceed) including the initial ELA Fee and fees for optional services is \$4,500,000.

	Year 1 July 1, 2018 to June 30, 2019	Year 2 July 1, 2019 to June 30, 2020	Year 3 July 1, 2020 to June 30, 2021	ELA Fee
Payments	\$525,000	\$525,000	\$525,000	\$1,575,000
Due Date	July 1, 2018	July 1, 2019	July 1, 2020	

	Year 4 July 1, 2021 to June 30, 2022	Year 5 July 1, 2022 to June 30, 2023	Year 6 July 1, 2023 to June 30, 2024	ELA Fee
Payments	\$525,000	\$585,000	\$625,000	\$1,735,000
Due Date	July 1, 2021	July 1, 2022	July 1, 2023	

Number of Esri International User Conference Registrations per year	25
Number of Tier 1 Help Desk Individuals	15
Term of ELA pursuant to Section 3	Six years from July 1, 2018 to June 30, 2024.

Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. City acknowledges that Esri has a right to invoice, and City agrees to pay any such sales or use tax associated with receipt of tangible media.

Options:

Optional Esri Enterprise Advantage Program (EEAP) subscription with 100 technical advisory hours and up to 100 learning and services credits:

- Year 1 (2018) fee: \$86,000.00
- Year 2 (2019) fee: Price in effect at time of purchase
- Year 3 (2020) fee: Price in effect at time of purchase
- Year 4 (2021) fee: \$95,400.00
- Year 5 (2022) fee: \$98,700.00
- Year 6 (2023) fee: \$102,200.00

Optional Esri Training Pass:

The Esri Training Pass will include 50 training days per year. Training days that are not used will roll over to the next year of the ELA.

- Year 1 (2018) fee: \$27,000.00
- Year 2 (2019) fee: \$27,000.00
- Year 3 (2020) fee: \$27,000.00
- Year 4 (2021) fee: \$35,625.00
- Year 5 (2022) fee: \$35,625.00
- Year 6 (2023) fee: \$35,625.00

Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

City may exercise the above options, including the option to purchase additional licenses, by referencing Training Pass, EEAP, or additional licenses and the applicable fee in its annual ELA purchase order, or a subsequent separate purchase order as set forth in section 16 Purchase Orders, Delivery, and Deployment of this Agreement.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY

Dept. Code: TIS

Type of Request: Initial Modification of an existing PSC (PSC # 37663 - 17/18)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Professional Technical and Training Services

Funding Source: General Funds and Enterprise Funds

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 07/01/18 - 06/30/21 (3 years)

PSC Mod#1 Amount: \$650,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$250,000 PSC Mod#2 Duration: 07/01/21-06/30/27 (6 years 1 day)

PSC Cumulative Amount Proposed: \$1,000,000 PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Training users on the citywide Enterprise Licensed Environmental Systems Research Institute Geographic Information System (GIS) software products, and Geographic Information System Project consulting, on an as-needed basis.

B. Explain why this service is necessary and the consequence of denial:

This service is necessary to provide training and project consulting for Citywide use of Environmental Systems Research Institute's Geographic Information System Software products on an as-needed basis. These services require special technical knowledge of Environmental Systems Research Institute products. These products are critical to the functions of twenty-eight City Departments and if denied will adversely affect their operations.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, through PSC# 43213-14/15, which terminated when the prior Enterprise Agreement expired.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

City departments continue to need the Environmental Systems Research Institute Enterprise Advantage Program's technical advisory hours and also to leverage the supplier's learning and services credits.

2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Services required on an intermittent basis and require proprietary technical knowledge of Environmental Systems Research Institute Geographic Information System Products that are not available to City staff and cannot access due to the proprietary nature of the Geographic Information System Software.

B. Reason for the request for modification:

This 2nd modification request is to increase the original approved PSC amount from \$750,000 to \$1,000,000. Following submission of the initial PSC request, the Department of Technology completed its negotiations with Environmental Systems Research Institute for a new three-year Enterprise Agreement. Part of the negotiations included the option for City departments to purchase the Environmental Systems Research Institute Enterprise Advantage Program which consists of 100 technical advisory hours and up to 100 learning and services credits. This option is available to departments at a set cost per year. Based on Department of Technology projections, if 10% of the City departments currently using Environmental Systems Research Institute Geographic Information System Software were to exercise said option, then the cumulative amount would exceed the original PSC amount of \$100,000. Thus, this modification request is being submitted to increase the PSC amount that would provide for such services on an as-needed basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Specify required skills and/or expertise: Specialized proprietary technical knowledge of Environmental Systems Research Institute Desktop and Server-side Geographic Information System Software products, Geographic Information System Technical Requirement and Solution Development, Geographic Information System Project Management and Implementation, Geographic Information System Software Training.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
Training and Project Consulting Services require extensive technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software. Additionally, Project Consulting Services may require access to Environmental Systems Research Institute source codes that are proprietary to Environmental Systems Research Institute and not available to City employees.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, because the services require technical knowledge and expertise with proprietary Environmental Systems Research Institute Geographic Information System Software, and access to Environmental Systems Research Institute source codes.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
The training will be for City Departments utilizing Environmental Systems Research Institute Geographic Information System Software on an as-needed basis. The approximate number of hours and the scope of any training will be determined when a Department identifies a Geographic Information System project they need assistance with. At the time of this new Enterprise Agreement, no training activities have been identified.
- C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, Environmental Systems Research Institute

7. Union Notification: On 03/04/21, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: One South Van Ness, 2nd Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37663 - 17/18

DHR Analysis/Recommendation:

04/05/2021

Commission Approval Required

Approved by Civil Service Commission

04/05/2021 DHR Approved for 04/05/2021

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 2000 07/08)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Intermittent As-Needed FM, Community Health, Planning, Support & Service Projects

Funding Source: Grants, Work Order, Limited GF

PSC Original Approved Amount: \$900,000 PSC Original Approved Duration: 02/01/2008 - continuous

PSC Mod#1 Amount: \$700,000 PSC Mod#1 Duration: 02/01/08 - continuous

PSC Mod#2 Amount: \$2,400,000 PSC Mod#2 Duration: 02/01/08 - continuous

PSC Mod#3 Amount: \$2,000,000 PSC Mod#3 Duration: 01/01/14 - continuous

PSC Mod#4 Amount: \$6,500,000 PSC Mod#4 Duration: 11/01/15 - continuous

PSC Mod#5 Amount: \$12,000,000 PSC Mod#5 Duration: 07/01/17 - continuous

PSC Mod#6 Amount: \$30,000,000 PSC Mod#6 Duration: 07/01/21 - continuous

PSC Mod#7 Amount: \$54,500,000 PSC Mod#7 Duration: 12/05/23 - continuous

PSC Cumulative Amount Proposed: \$109,000,000 PSC Cumulative Duration Proposed: 02/01/2008 - continuous

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Contractor(s) will provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. Areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, and specialized health related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds.

B. Explain why this service is necessary and the consequence of denial:

Service is necessary in order to facilitate the implementation of community planning, support and service projects. Organizations or individuals close to the community or with project-specific knowledge typically and best perform these services. In addition, the funder will often request that a fiscal intermediary be used since many community organizations do not have the necessary fiscal or administrative expertise. In some instances in order for the City to receive funds for innovative programs, a community based organization must be a co-applicant for a grant or has been designated as the only provider that can provide the resources for a specific project. (See attached Original PSC document)

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Services have been provided in the past through earlier PSC request. See 2000 07/08

D. Will the contract(s) be renewed?

Only if funding is made available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The duration of this PSC is Continuous, as there is anticipation of an ongoing need for these core public health services.

2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

Services required are on an intermittent, as-needed basis.

B. Reason for the request for modification:

To increase the amount to support existing contracts and new requests.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The ability to work with diverse community-based organizations. Expertise in fiscal management and the ability to manage several entities performing different services.

B. Which, if any, civil service class(es) normally perform(s) this work? 2913, Program Specialist; 2915, Program Specialist Supervisor; 2917, Program Support Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: NO

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because the projects are intermittent and as needed. Due to the as-needed and intermittent nature of these services, multiple service classes spanning multiple specialties would be required only for short periods of time. In addition, the funding for these services often has not been allocated on a fixed or secured basis, therefore funding is not stable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Services include multiple contracts on an as-needed basis. Services are generally provided by professional consultants, who specialize in the project content. Services are generally provided to executives and staff in areas related to public health planning and development, cultural competency, primary care promotion, prevention, and specialized health related training and research. Hours will vary on an annual basis per contract.

C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 09/08/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2000 07/08

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2023

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 2000 07/08 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Fri 9/8/2023 1:34 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;matthew.torres@seiu1021.org <matthew.torres@seiu1021.org>;SF-DHR-Info@seiu1021.org <SF-DHR-Info@seiu1021.org>;Najuawanda Daniels <najuawanda.daniels@seiu1021.org>;Jason Klumb <Jason.Klumb@seiu1021.org>;Frigault, Noah (HRC) <noah.frigault@sfgov.org>;Julie.Meyers@sfgov.org <Julie.Meyers@sfgov.org>;Thomas Vitale <thomas.vitale@seiu1021.org>;Ricardo.Lopez@sfgov.org <Ricardo.Lopez@sfgov.org>;Kbasconcillo@sfgwater.org <Kbasconcillo@sfgwater.org>;pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>;Wendy Frigillana <wendy.frigillana@seiu1021.org>;pscreview@seiu1021.org <pscreview@seiu1021.org>;ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>;davidmkersten@gmail.com <davidmkersten@gmail.com>;XiuMin Li <xiumin.li@seiu1021.org>;Sin.Yee.Poon@sfgov.org <Sin.Yee.Poon@sfgov.org>;David Canham <david.canham@seiu1021.org>;jtanner940@aol.com <jtanner940@aol.com>;Carmona, Irene (DPH) <Irene.Carmona@sfdph.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$54,500,000 for services for the period December 5, 2023 – no date entered, contact dept coordinator. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1014>

Email sent to the following addresses: jtanner940@aol.com
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org
Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net
Kbasconcillo@sfgwater.org Ricardo.Lopez@sfgov.org thomas.vitale@seiu1021.org
Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org
najuawanda.daniels@seiu1021.org SF-DHR-Info@seiu1021.org
matthew.torres@seiu1021.org

Additional Attachment(s)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

Sent Via Electronic Mail

July 21, 2021

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 41252-20/21; 43931-20/21; 44952-20/21; 46091-20/21; 48865-20/21; 44741-20/21; 43546-20/21; 43940-20/21; 40300-20/21; 40577-20/21; 44711-20/21; 45071-20/21; 47816-20/21; 48044-20/21; 48065-20/21; 47383-20/21; 49742-20/21; 49582-19/20; 43317-17/18; 2000-07/08; 49279-17/18; AND 38742-18/19.

At its meeting on **July 19, 2021, at 2:00 p.m.**, the Civil Service Commission had for its consideration the above matter.

The Civil Service Commission:

1. PSC 40577-20/21 was withdrawn by the Public Utilities Commission.
2. Adopted the report. Approved the remaining request for proposed Personal Services Contract; Notify the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.

NOTE: It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval. Please share it with everyone responsible for follow-up.

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport
Alexander Burns, Public Works
Johanna Gendelman, Human Services Agency
Jacquie Hale, Department of Public Health
Shawndrea Hale, Public Utilities Commission
Daniel Kwon, Public Utilities Commission
Joan Lubamersky, City Administrator's Office
Amy Nuque, Municipal Transportation Agency
Elaine Walters, Fire Department
Genie Wong, Police Department
Commission File
Commissioners' Binder
Chron

POSTING FOR

July 19, 2021

Proposed Modifications to Personal Services Contracts

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
49582 - 19/20 - MODIFICATIONS	July 19, 2021	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$875,000	\$2,000,000	Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.	03/30/2021	03/31/2025	REGULAR
43317 - 17/18 - MODIFICATIONS	July 19, 2021	FIRE DEPARTMENT -- FIR	\$902,000	\$1,000,000	Provide mobile hearing screening tests for all firefighters to determine if they meet NFPA	06/01/2021	12/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					(National Fire Protection Association) Standard 1582 Section 6.5.1. to be able to perform effectively as firefighters and mobile Tuberculosis (TB) screening (using Quantiferon gold TB blood test or equivalent) to ensure members have not been exposed to TB.			
2000 07/08 - MODIFICATIONS	July 19, 2021	PUBLIC HEALTH -- DPH	\$30,000,000	\$54,500,000	Contractor(s) will provide fiscal and programmatic services for a variety of intermittent and as-needed community health, planning, support and service projects. Areas of service will include the promotion and support of childhood immunization projects, environmental health, asthma prevention, lead exposure prevention, diabetes prevention, smoking cessation, dental health programs, primary care promotion, and specialized health related training and research projects. Contractor(s) will also assist individuals and small organizations with the needed organizational and	07/01/2021	continuing	CONTINUED

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
49279 - 17/18 - MODIFICATIONS	July 19, 2021	PUBLIC HEALTH -- DPH	\$26,092,000	\$53,642,000	financial management skills essential to the effective delivery of these projects. The proposed PSC amount includes the value of the community planning, support and service projects, which may be funded through grants, work orders, or (limited) general funds. The work performed under this PSC will include programs for peers, who are behavioral health clients with lived experience of mental illness and the mental health treatment system who perform specific peer-based activities for other clients in the behavioral health system, including: (1) Peer Health and Advocacy services, which works to support peers/consumers of mental health services and their families by offering a wide array of services such as peer education and support programs, community awareness presentations, and trainings for service providers and clients; these programs seek to improve health	07/01/2024	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>outcomes, reduce the stigma associated with behavioral or mental health conditions, and advocate on behalf of these populations; (2) Community Drop-In Services, which provide drop-in and resource support service centers throughout the City in order to offer multiple entry points and allow easy access to services; peer and clinical staff connect with clients and link them to behavioral/mental health services; services include case management, support groups, socialization events, employment services, and access to the arts; activities are offered to build social connection with other participants and natural support systems; (3) Fiscal Intermediary Services for Peer Employment, which will provide subcontractor, bookkeeping and limited personnel management services for several Peer-to-Peer projects in the Peer-to-Peer Services System, which is</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>comprised of several peer programs managed by Department Civil Service staff, with a small portion of the programs staffed by peer counselors.</p> <p>Scope Change: Modification #1 will add the Wellness In The Streets (WITS) program, funded by State Mental Health Services Act funds, which was recently solicited under a Requests For Proposals. WITS will create peer-based mental health teams who will work directly on the streets to increase unhoused individuals' successful recovery. It will target adults and older adult residents who are homeless and do not typically access behavioral health services. despite experiencing behavioral health needs.</p>			
38742 - 18/19 - MODIFICATIONS	July 19, 2021	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$201,000	\$300,000	SFMTA is seeking qualified non-profit organizations with the capacity, experience, and creativity to activate and manage the use of	01/01/2022	12/31/2026	ADMINISTRATIVE APPROVAL

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					and to foster the enjoyment of Chinatown Station Plaza. Chinatown Station Plaza will be an open space located on the roof of the Central Subway station located at Stockton and Washington Streets in San Francisco (currently under construction).			

TOTAL AMOUNT \$58,070,000

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR

Dept. Code: TTX

Type of Request: Initial Modification of an existing PSC (PSC # 46550 - 17/18)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Delinquent Collection Services

Funding Source: General Fund on medical collection only

PSC Original Approved Amount: \$850,000 PSC Original Approved Duration: 01/01/18 - 01/01/24 (6 years 1 day)

PSC Mod#1 Amount: \$1,500,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 09/08/23-01/01/28 (4 years 1 day)

PSC Cumulative Amount Proposed: \$2,350,000 PSC Cumulative Duration Proposed: 10 years 2 days

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Perform supplemental collection services on delinquent business and medical accounts referred by various city departments; also perform credit reporting, skip tracing, and negotiation of payment plans. Contractor shall receive a maximum of 25% of collected funds as a commission fee. The amount of commission fees for medical debt collections will not exceed 250K. The remaining 600K for delinquent business accounts would not be an expense to the City, but instead a commission fee based on the collected funds.

B. Explain why this service is necessary and the consequence of denial:

The Bureau of Delinquent Revenue (BDR), the City's official collection agency, received over 15,000 delinquent accounts per month from various city departments for collection. This amount exceeds any reasonable workload for the Section on a per Collector basis. If denied, the City will not have the available resources to pursue debts below a certain value thoroughly and in a timely manner.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, under PSC 46550-17/18

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Treasurer and Tax Collector (TTX) requires on-going support to provide debt collection services for the whole City. While the Bureau of Delinquent Revenue (BDR) provides collection services for the City, additional outside debt collectors help collect on delinquent accounts that are harder to collect on, allowing BDR staff to focus on high priority collections.

2. Reason(s) for the Request

A. Display all that apply

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Accounts assigned to the Bureau of Delinquent Revenue below a certain value exceed the resources of the section to be thoroughly worked and collected by the prior to the Statute of Limitations expiring.

B. Reason for the request for modification:

This PSC covers 2 contracts for outside debit collection services which supplements the Treasurer and Tax Collector's (TTX) Bureau of Delinquent Revenue (BDR) debt collection work. TTX is exercising an option to extend the contracts for an additional 4 years.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: A minimum of 5 years collection experience and work with public agencies is required. Also, experience with medical and municipal/business tax debt collection is required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4308, Senior Collections Officer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
The 4308 CSC Senior Collections Officer currently performs the collections services for other City departments and the workload amount exceeds limitations.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Debt collection efforts have been exhausted on these already aged and low value cases by the CSC 4308 Senior Collection Officers. The accounts have been gone through extensive skip-tracing, asset research, multiple collection calls, and received multiple notices and detailed summaries of the debtors' liabilities. Collection rate of return on these types of accounts remains at less than 2%.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
The contractor will be working on their own systems. City employees will not be working on accounts assigned to the contractors or on their system.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, under PSC 46550-17/18, we are using the same contractor

**7. Union Notification: On 09/08/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous;**

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amanda Wentworth Phone: 14155544871 Email: amanda.wentworth@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 140, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46550 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of amanda.wentworth@sfgov.org
To: [**Subject:** Receipt of Modification Request to PSC # 46550 - 17/18 - MODIFICATIONS
Date: Friday, September 8, 2023 2:19:57 PM](mailto:Wentworth, Amanda (TTX); matthew.torres@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuwanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David.Canham; jtanner940@aol.com; DHR-PSCCoordinator, DHR (HRD))

PSC RECEIPT of Modification notification sent to Unions and DHR

The TREASURER/TAX COLLECTOR -- TTX has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period September 8, 2023 – January 1, 2028. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/13964>

Email sent to the following addresses: jtanner940@aol.com
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org
Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net
Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org
Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org
najuawanda.daniels@seiu1021.org SF-DHR-Info@seiu1021.org
matthew.torres@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR

Dept. Code: TTX

Type of Request: Initial Modification of an existing PSC (PSC # 46550 - 17/18)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Delinquent Collection Services

Funding Source: General Fund on medical collection only

PSC Original Approved Amount: \$850,000 PSC Original Approved Duration: 01/01/18 - 01/01/24 (6 years 1 day)

PSC Mod#1 Amount: \$1,500,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$2,350,000 PSC Cumulative Duration Proposed: 5 years 8 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Perform supplemental collection services on delinquent business and medical accounts referred by various city departments; also perform credit reporting, skip tracing, and negotiation of payment plans. Contractor shall receive a maximum of 25% of collected funds as a commission fee. The amount of commission fees for medical debt collections will not exceed 250K. The remaining 600K for delinquent business accounts would not be an expense to the City, but instead a commission fee based on the collected funds.

B. Explain why this service is necessary and the consequence of denial:

The Bureau of Delinquent Revenue (BDR), the City's official collection agency, received over 15,000 delinquent accounts per month from various city departments for collection. This amount exceeds any reasonable workload for the Section on a per Collector basis. If denied, the City will not have the available resources to pursue debts below a certain value thoroughly and in a timely manner.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, under PSC 46550-17/18

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The work will be on-going as the Bureau of Delinquent Revenue(BDR) anticipates continued accounts to flow through the section. As BDR receives more accounts, it will become necessary to outsource the accounts with a value of \$10,000 or less in order to keep pace with an increasing portfolio. The referred accounts have an average age of 5 years for medical debt and 3.5 years for business debt. PSC# 4049-09/10.

2. Reason(s) for the Request

A. Display all that apply

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Accounts assigned to the Bureau of Delinquent Revenue below a certain value exceed the resources of the section to be thoroughly worked and collected by the prior to the Statute of Limitations expiring.

B. Reason for the request for modification:

Increasing dollar amount to include collection for MTA citations and fees.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: A minimum of 5 years collection experience and work with public agencies is required. Also, experience with medical and municipal/business tax debt collection is required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4308, Senior Collections Officer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
The 4308 CSC Senior Collections Officer currently performs the collections services for other City departments and the workload amount exceeds limitations.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Debt collection efforts have been exhausted on these already aged and low value cases by the CSC 4308 Senior Collection Officers. The accounts have been gone through extensive skip-tracing, asset research, multiple collection calls, and received multiple notices and detailed summaries of the debtors' liabilities. Collection rate of return on these types of accounts remains at less than 2%.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
The contractor will be working on their own systems. City employees will not be working on accounts assigned to the contractors or on their system.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, under PSC 46550-17/18, we are using the same contractor

7. Union Notification: On 09/12/19, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Kimmie Wu Phone: 415-554-4513 Email: Kimmie.wu@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 140, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46550 - 17/18

DHR Analysis/Recommendation:

12/16/2019

Commission Approval Required

Approved by Civil Service Commission with conditions

12/16/2019 DHR Approved for 12/16/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # 44872 - 21/22)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Asset Condition Assessment

Funding Source: State Grants

PSC Original Approved Amount: \$460,989 PSC Original Approved Duration: 07/19/22 - 07/19/26 (4 years 1 day)

PSC Mod#1 Amount: \$499,011 PSC Mod#1 Duration: 03/01/24-03/01/29 (2 years 32 weeks)

PSC Cumulative Amount Proposed: \$960,000 PSC Cumulative Duration Proposed: 6 years 32 weeks

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

Determine the existing conditions of San Francisco Municipal Transportation Agency subway stations by conducting on-site inspections and audits, examining maintenance documents and records, and consulting with San Francisco Municipal Transportation Agency staff and other tasks as required. Investigate and make maintenance recommendations on subway station components. Recommend and prioritize corrective, maintenance, and rehabilitation measures, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions. Recommend and prioritize upgrades and enhancements, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions.

B. Explain why this service is necessary and the consequence of denial:

The San Francisco Municipal Transportation Agency's 9 subway stations are over fifty years old. Little is known about their condition. This project proposes to take stock of these transit service critical assets and plan for improvements required to maintain station condition up to regulatory requirements. Consequences of denial include growth in the backlog of delayed maintenance and increased risk of failure of these transit service critical assets.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, PSC 44872 21/22 approved 07/18/22

D. Will the contract(s) be renewed?

No

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

There are several unknowns about the assets being assessed—due to their location underground, proximity to Bart assets, age—that make the time required to assess them difficult to gage. Further, many of the assessment elements require consultants and staff to work during limited off peak times to avoid service shut offs.

2. Reason(s) for the Request

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

The San Francisco Municipal Transportation Agency is required by the Federal Transit Administration to periodically to assess the condition of our transit service critical assets. Existing staff is programmed to capacity and is unable to conduct the work needed to meet this requirement.

B. Reason for the request for modification:

The original PSC underestimated the cost of assessing the condition of HVAC, Electrical, and Fire protection systems associated with Muni Metro Stations. The stations contain not only the assets of systems currently in use, but also legacy systems that are out of service but have never been removed. SFMTA subject matter experts advised the project team to increase the PSC amount to account for the highly specialized labor required to document these legacy systems and recommend pathways for their removal. Additionally, many of these transit-service critical systems are not confined to the Muni Metro Stations, but also extend into the subway tunnels in between stations. Additional resources are required to assess the condition of these systems that live within Muni Metro Stations and extend between them.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in planning, project management, engineering, and architecture.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1822, Administrative Analyst; 5207, Assoc Engineer; 5288, Transportation Planner II; 5504, Project Manager 2; 5506, Project Manager 3; 7334, Stationary Engineer; 7335, Senior Stationary Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
The project is a one-time effort that requires significant staff resources over a short period of time in the near-term. The project must be delivered urgently over a short period of time due to several factors. First, Muni stations, including many of the assets and systems within, are over fifty years old, and a detailed understanding of the condition of these transit service critical assets is currently unknown. Additionally, this project has many interdependencies, and in some cases is the first step in the critical path, for several incremental and large-scale capital improvement projects for the subway, identified in San Francisco Municipal Transportation Agency’s Capital Improvement Program as well as our 10-year investment plan for the subway, the Subway Renewal Strategy. Existing staff in the job classes listed above are already programmed to capacity and responsible for a full FTE of work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt a new civil service class given the timeline necessary to keep our transit service critical infrastructure in a state of good repair.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
The data and recommendations resulting from the condition assessment will be transferred to appropriate Municipal Transportation Agency staff. Staff—such as Asset Management Analysts and Maintenance of Way Engineers—already possess the skills and knowledge necessary to understand and utilize the condition assessment deliverables.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 09/14/23, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, 6th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44872 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2023

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, September 14, 2023 1:00 PM
To: Nuque, Amy; cade.crowell@seiu1021.org; SF-DHR-Info@seiu1021.org; max.porter@seiu1021.org; jason.klumb@seiu1021.org; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; junko.laxamana@sfgov.org; agarza@ifpte21.org; amakayan@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; L21PSCReview@ifpte21.org; dhr-psccordinator@sfgov.org
Subject: Receipt of Modification Request to PSC # 44872 - 21/22 - MODIFICATIONS

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$499,011 for services for the period March 1, 2024 – March 1, 2029. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/20182>

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org dho@ifpte21.org mweirick@ifpte21.org jharding@ifpte21.org kdavis@ifpte21.org amakayan@ifpte21.org agarza@ifpte21.org junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com leah.berlanga@seiu1021.org ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Sandeep.lal@seiu1021.me Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org jason.klumb@seiu1021.org max.porter@seiu1021.org SF-DHR-Info@seiu1021.org cade.crowell@seiu1021.org

Nuque, Amy

From: Nuque, Amy
Sent: Thursday, September 14, 2023 1:21 PM
To: cpark@local39.org; seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org
Subject: Receipt of Modification Request to PSC # 44872 - 21/22 - MODIFICATIONS

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<http://apps.sfgov.org/dhrdrupal/node/20182>

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org dho@ifpte21.org mweirick@ifpte21.org jharding@ifpte21.org kdavis@ifpte21.org amakayan@ifpte21.org agarza@ifpte21.org junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com leah.berlanga@seiu1021.org ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Sandeep.lal@seiu1021.me Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org jason.klumb@seiu1021.org max.porter@seiu1021.org SF-DHR-Info@seiu1021.org cade.crowell@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA

Type of Request: [X] Initial [] Modification of an existing PSC (PSC # _____)

Type of Approval: [] Expedited [X] Regular ([] Omit Posting)

Type of Service: Asset Condition Assessment

Funding Source: State Grants PSC Duration: 4 years 1 day
PSC Amount: \$460,989 PSC Est. Start Date: 07/19/2022 PSC Est. End Date: 07/19/2026

1. Description of Work

A. Scope of Work:

Determine the existing conditions of San Francisco Municipal Transportation Agency subway stations by conducting on-site inspections and audits, examining maintenance documents and records, and consulting with San Francisco Municipal Transportation Agency staff and other tasks as required. Investigate and make maintenance recommendations on subway station components. Recommend and prioritize corrective, maintenance, and rehabilitation measures, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions. Recommend and prioritize upgrades and enhancements, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions.

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The San Francisco Municipal Transportation Agency's 9 subway stations are over fifty years old. Little is known about their condition. This project proposes to take stock of these transit service critical assets and plan for improvements required to maintain station condition up to regulatory requirements. Consequences of denial include growth in the backlog of delayed maintenance and increased risk of failure of these transit service critical assets.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.

The 2016 Facilities Condition Assessment Phase I (PSC #:48406 14-15), conducted by contractors, assessed the condition of maintenance facilities and Muni Yards. The assessment resulted in condition data and actionable investment plans that empowered the Agency to upgrade and better manage these transit service critical facilities.

D. Will the contract(s) be renewed? No

2. Union Notification: On 04/12/2022, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU Local 1021

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44872 - 21/22

DHR Analysis/Recommendation:

07/18/2022

Commission Approval Required

DHR Approved for 07/18/2022

Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Expertise in planning, project management, engineering, and architecture.

B. Which, if any, civil service class(es) normally perform(s) this work?
7334,7335,5207,1822,5288,5504,5506,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The project is a one-time effort that requires significant staff resources over a short period of time in the near-term. The project must be delivered urgently over a short period of time due to several factors. First, Muni stations, including many of the assets and systems within, are over fifty years old, and a detailed understanding of the condition of these transit service critical assets is currently unknown. Additionally, this project has many interdependencies, and in some cases is the first step in the critical path, for several incremental and large-scale

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

It would not be practical to adopt a new civil service class given the timeline necessary to keep our transit service critical infrastructure in a state of good repair.

5. Additional Information (if "yes", attach explanation)

YES NO

- | | | |
|--|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?
The data and recommendations resulting from the condition assessment w | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 06/15/2022 BY:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, 6th Floor San Francisco, CA 94103