

File No. 250169

Committee Item No. 3

Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 9 2025

Board of Supervisors Meeting Date April 15, 2025

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
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OTHER ([Click on hyperlinks to be forwarded to the Legislative Research Center to view the entirety of voluminous documents](#))

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Final Environmental Impact Report 12/3/2009
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Addendum 1 to Environmental Impact Report 7/13/2023
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix A - Notice of Preparation and Scoring Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment A – CEQA Findings
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment B Mitigation Monitoring and Reporting Program
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Chapter 7 Comments and Responses
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SFPUC Resolution No. 09-0203 12/8/2009
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SFPUC Resolution No. 20-0237 12/8/2020
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SFPUC Resolution No. 24-0111 12/8/2024
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SFPUC Resolution No. 25-0028 12/8/2025
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PUC Presentation 4/9/2025
<input type="checkbox"/>	<input type="checkbox"/>	

Completed by: Brent Jalipa Date April 3, 2025

Completed by: Brent Jalipa Date April 10, 2025

1 [Agreement Amendment - CPM/CM Pros JV- PRO.0140A - Construction Management
2 Services for the East Bay Region - Not to Exceed \$34,000,000]

3 **Resolution approving and authorizing the General Manager of the San Francisco Public**
4 **Utilities Commission to execute Amendment No. 1 to Professional Services Agreement**
5 **PRO.0140A, Construction Management Services for the East Bay Region, with CPM/CM**
6 **Pros Joint Venture, increasing the not to exceed amount by \$25,000,000 for a total not**
7 **to exceed amount of \$34,000,000; and increasing the contract duration by two years**
8 **from June 3, 2028 for a total contract duration of nine years, starting June 4, 2021,**
9 **through June 3, 2030, pursuant to Charter, Section 9.118.**

10
11 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires
12 specialized services and short-term staff augmentation to adequately staff and ensure the
13 successful completion of numerous overlapping construction projects planned under the 10-
14 Year Water Enterprise Capital Improvement Program and the remainder of the Water System
15 Improvement Program (WSIP); and

16 WHEREAS, The services include construction management, specialized inspection,
17 and special expertise in managing and inspecting the construction of improvements to the
18 water treatment plant, pump stations, pipelines, and related improvements for the Sunol
19 Valley Water Treatment Plant Ozonation project, Sunol Valley Water Treatment Plant Short
20 Term Improvements project, and the Alameda Creek Recapture project; and

21 WHEREAS, On December 8, 2020, by Resolution No. 20-0237, the SFPUC awarded
22 Contract No. PRO.0140A, Construction Management Services for the East Bay Region
23 (Contract), to CPM/CM Pros Joint Venture (JV), with an amount not to exceed \$9,000,000 and
24 a duration of seven years; and
25

1 WHEREAS, When staff originally developed the scope and budget for Contract
2 No. PRO.0140.A, the Sunol Valley Water Treatment Plant Ozonation project was in the early
3 planning stages; and

4 WHEREAS, The original project budget and schedule were based on planning
5 Technical Memorandums and an Alternative Analysis Report and at that time, the estimate for
6 construction was \$85,000,000 with a two-and-a-half-year duration with a start date of
7 November 2022; and

8 WHEREAS, During the planning and design phases, scope additions and revisions
9 were made to help meet project goals and aid in the future operation and maintenance of the
10 facility. The revisions implemented during the planning and design phases increased the
11 project construction estimate to \$183,000,000 and a duration to four years and three months;
12 and

13 WHEREAS, The resources needed to successfully manage the construction of the
14 project has increased significantly since the PRO.0140.A award; and

15 WHEREAS, The additional construction management services to fully support the
16 contract include staffing for two additional years, additional discipline-specific inspections due
17 to expanded construction scope, safety compliance oversight, and an Assistant Resident
18 Engineer position and the two-year shift in the construction start date also resulted in
19 increased costs due to escalation; and

20 WHEREAS, The Sunol Valley Water Treatment Plant Short Term Improvement project
21 was also in the early planning stages when PRO.0140.A was awarded and experienced
22 scope changes and additions due to a reprioritization of needs at the treatment plant; and

23 WHEREAS, When Contract PRO.0140.A was awarded, the estimated construction
24 cost was \$33,000,000 with a contract duration of 18 months and an estimated construction
25 start date in January 2023; and

1 WHEREAS, During the design phase, the construction estimate increased to a range
2 between \$45,000,000 to \$50,000,000 with a contract duration of 42 months; and

3 WHEREAS, The contract was advertised on November 31, 2024, five bids were
4 received on January 16, 2025, and the estimated construction start date in June 2025; the
5 resources needed to successfully manage the project have increased since the time of
6 PRO.0140.A award; and

7 WHEREAS, The additional construction management services to fully support the
8 contract include staffing for an additional two years over the original duration and discipline-
9 specific inspections and the two-and-a-half-year shift in construction start date also
10 contributed to increased costs due to escalation; and

11 WHEREAS, Additional tasks were added to the scope of the contract to support the
12 SVWTP Ozonation project and the SVWTP Short Term Improvements project. These tasks
13 were SVWTP Ozonation Pre-NTP Services, SVWTP Ozonation 95% Design Review, and
14 SVWTP Constructability Analyses, totaling \$675,000; and

15 WHEREAS, Due to the increased scope and duration of these projects, the SFPUC is
16 seeking approval of the proposed amendment, increasing the contract amount by
17 \$25,000,000, and extending the contract duration by two years for CPM/CM Pros JV, to
18 provide the ongoing construction management services needed to successfully complete the
19 projects; and

20 WHEREAS, The work under Contract No. PRO.0140.A is within the scope of the
21 project authorized under the Final EIR and Addendum; and

22 WHEREAS, The Contract Monitoring Division established a 15% Local Business
23 Enterprise (LBE) subcontracting requirement for this contract and the contractor remains
24 committed to 17% LBE subcontractor participation in conformance with its bid submittal; and
25

1 WHEREAS, On February 11, 2025, by Resolution No. 25-0028, the SFPUC approved
2 Amendment No. 1 to Contract No. PRO.0140A Construction Management Services for the
3 East Bay Region, with CPM/CM Pros JV, increasing the contract not to exceed amount by
4 \$25,000,000 and increasing the contract duration by two years, for a total contract not to
5 exceed amount of \$34,000,000 and a total contract duration of nine years, pursuant to Charter
6 Section 9.118; and

7 WHEREAS, Funds are available from the Water Enterprise 10-Year Capital
8 Improvements Program Funded Project No. 10033123, Sunol Valley Water Treatment Plant
9 Ozonation Project, Project No. 10015064 and Sunol Valley Water Treatment Plant Short Term
10 Improvements Project; now, therefore, be it

11 RESOLVED, That this Board of Supervisors hereby approves and authorizes the
12 General Manager of the SFPUC to execute Amendment No. 1 to Professional Services
13 Agreement No. PRO.0140A, Construction Management Services for the East Bay Region,
14 with CPM/CM Pros JV, increasing the contract not-to-exceed amount by \$25,000,000 and
15 increasing the contract duration by two years, for a total contract not to exceed amount of
16 \$34,000,000 and a total contract duration of nine years, starting June 4, 2021 through June 3,
17 2030, to provide continued and additional construction management, construction inspection,
18 special inspection, materials testing, project controls, and safety oversight services for the
19 Sunol Valley Water Treatment Plant Ozonation Project, and the Sunol Valley Water Treatment
20 Plant Short Term Improvements Project, pursuant to Charter, Section 9.118; and, be it

21 FURTHER RESOLVED, That, within 30 days of the parties fully executing Modification
22 No.1 to Contract No. PRO.0140A, the SFPUC shall provide a copy of the amendment to the
23 Clerk of the Board for inclusion into the official file.

Item 3 File 25-0169	Department: Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution approves Amendment No. 1 to the contract between the San Francisco Public Utilities Commission (SFPUC) and CPM/CM Pros JV for construction management services. The amendment increases the contract amount by \$25 million, from \$9 million to \$34 million, and extends the contract term by two years, from June 3, 2028, to June 3, 2030, to support expanded construction scope and schedules for the Sunol Valley Water Treatment Plant (SVWTP) Ozonation and Short-Term Improvements Projects. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Following a competitive procurement, CPM/CM Pros JV was ranked first out of six proposers and awarded the contract in December 2020. Under the amendment, CPM/CM Pros JV will continue providing construction oversight, inspections, budget tracking, scheduling, regulatory coordination, and documentation support for two Water Enterprise projects. Both projects supported by the contract have experienced scope changes and schedule extensions. The SVWTP Ozonation Project increased from a \$85 million, 2.5-year effort to a \$235 million, 50-month project. The Short-Term Improvements Project grew from \$33 million to \$45 million, with the duration increasing from 18 to 41 months. A March 2025 performance evaluation rated the contractor "Excellent" in all categories. However, this was the first evaluation conducted, despite the requirement for annual reviews. SFPUC has committed to improved oversight moving forward. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The amendment increases the contract's total not-to-exceed amount to \$34 million. Contract spending is funded by Water Enterprise capital revenues. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND**Request for Proposals**

The San Francisco Public Utilities Commission (SFPUC) issued a Request for Proposals for construction management services on December 31, 2019, originally covering ten Water projects occurring in the East Bay Region. The ten projects were later divided into two separate contracts, with three being allocated to the contract this report details.

Proposals were evaluated based on several criteria, including Technical Written Proposals (625 points), Community Benefits Written Submittal (50 points), and Oral Interview (250 points), and Overhead and Profit Schedule (75 p). Organizations that agreed to the Community Benefits provision were provided with a bonus of 7.5 percent, as detailed below in Exhibit 1.¹

¹ The Written and Oral sections were evaluated by a four-person panel consisting of an Associate Engineer and Utility Specialist from the San Francisco Public Utilities Commission, a Principal Engineer from the Municipal Transportation Agency, and an Engineer from Public Works. The Community Benefits section was evaluated by a three-person panel consisting of a Deputy Director from the San Francisco Public Utilities Commission's Social and Economic Community Benefits Program, a Data Specialist from the Office of Workforce and Economic Development, and a Program Lead from the Bay Area Air Quality Management District.

Exhibit 1: Request for Proposals Score Summary (1000 Possible Points)

Evaluation Phase	CPM/CM PROS JV	Hazen/Avila/Dabri JV	Arcadis/MCK JV	Mott MacDonald/Salimi JV	HDR	Parsons
Written	538.38	527.79	524.25	549.2	535.51	518.71
Community Benefits	31.38	37.25	35.88	40.71	31.22	39.11
Oral Interview	210.00	203.33	196.94	158.63	197.94	0.00
Overhead and Profit Schedule	75.00	75.00	75.00	75.00	75.00	75.00
Subtotal	854.76	843.36	832.06	823.53	839.67	632.82
CMD Bonus Points (7.5 percent)	64.11	63.25	62.4	61.77	0.00	0.00
Total	918.87	906.61	894.47	885.3	839.67	632.82
Rank	1	2	3	4	5	6

Source: SFPUC

CPM/CM Pros JV, made up of Consor PM/CM Inc. and CM Pros.², was selected as the highest-ranked proposer, and on December 8, 2020, the SFPUC awarded them a \$9 million contract for a seven-year term from June 4, 2021, to June 3, 2028. Hazen/Avila/Dabri JV was awarded the contract with the second group of seven projects mentioned earlier. The contract did not require Board of Supervisors approval because it had a term of less than ten years and a value of less than \$10 million.

The contract this report covers includes three projects: (1) Alameda Creek Recapture, (2) Sunol Valley Water Treatment Plant Ozonation, and (3) Sunol Valley Water Treatment Plant Short-Term Improvements. According to SFPUC, the department's contractor procurements take 1–2 years. For this reason, the Request for Proposals process began early in the planning phase when project scope, budget, and duration were still uncertain. As a result, all three projects have since undergone changes in scope, duration, and staffing availability, leading to increased contract costs.

The Sunol Valley Water Treatment Plant Ozonation Project

The Sunol Valley Water Treatment Plant Ozonation Project involves building an ozonation system to address water quality concerns related to algal blooms. It includes ozone generators, an ozone contactor, power system upgrades, and solar panel installation for energy efficiency. The initial estimated construction cost was \$85 million with a planned duration of 2.5 years starting in

² CM Pros consists of Brown and Caldwell, Effective Management Services LLC, Kleinfelder Inc., Joe Hill Consulting Engineers, and SC Consulting Associates, Inc.

November 2022. However, design took longer than anticipated because there was a need for additional water testing, expansion of the treatment apparatus, additional piping for raw water blending capability, replacement of the utility water/fire protection pump station, upgrades to wash water recovery systems, and performing additional utility pothole and surveying work. This has resulted in a need for additional inspections, more compliance oversight, and two new contractor positions including an Assistant Resident Engineer and a Safety Compliance Officer. Additionally, the construction start date shifted from November 2022 to September 2024, and the duration was extended from 30 months to 50 months. The revised construction cost is now \$235 million, and total project costs are \$326 million.

The Sunol Valley Water Treatment Plant Short-Term Improvements Project

The Short-Term Improvements Project includes structural repairs, electrical and mechanical upgrades, road widening, clean-up of hazardous waste, and other safety improvements at the plant. The project was originally estimated at \$33 million with an 18-month duration starting in January 2023. However, the design also took longer than expected because the wash water recovery system was found to be undersized for the new ozonation facility. This caused the construction start date to change from January 2023 to July 2025 and the duration extended from 18 months to 41 months. The revised construction cost is now \$45 million, and total project costs are \$78.6 million.

Alameda Creek Recapture Project

The Alameda Creek Recapture Project was designed to construct a water pumping system in Sunol, California, including pumps on barges, a mooring system, an electrical control building, and pipelines to enhance water capture and management in the region. On April 11, 2023, the SFPUC Commission voted to terminate this project for convenience due to a landslide that significantly increased project costs, making further development impractical relative to its anticipated benefits. Originally, the project had a start date of October 2020 with a 17-month duration, but design and bid/award processes took longer than expected, and the project ultimately faced permitting delays and design changes before its termination in 2023.

Contract Amendments

On February 11, 2025, the SFPUC approved Amendment No. 1 to the construction management services contract with CPM/CM Pros JV, increasing the contract by \$25 million, bringing the new total contract value to \$34 million, and extending the contract duration by two years, through June 3, 2030. The amendment requires Board of Supervisors approval.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes Amendment No. 1 to the construction management services contract between the SFPUC and CPM/CM Pros JV, increasing the total contract value by \$25 million, from \$9 million to \$34 million, and extending the contract's duration, originally from June 4, 2021, through June 3, 2028, by two years to a new expiration date of June 3, 2030.

Scope of Work

Under Amendment No. 1, CPM/CM Pros JV will continue to provide construction management and project oversight to ensure compliance with project plans and regulations. Their tasks include specialized inspections, managing project schedules and budgets, and handling documentation to support audits. They also coordinate with SFPUC, contractors, and regulatory agencies.

Local Business Enterprise Requirements

The Local Business Enterprise subcontracting requirement set by the City's Contract Monitoring Division is 15 percent. CPM/CM Pros JV committed to 17 percent and is currently meeting that percentage, based on actual spending to date on the contract. The firms, their services, and rate of utilization are detailed below in Exhibit 2.

Exhibit 2: Local Business Enterprise Utilization

Consultant	Service	Required Utilization	Actual Utilization
Effective Management Solutions	Facility Condition Assessment	7%	9%
Joe Hill Consulting Engineers	Owner's Engineer, Startup & Testing Engineer	10	8
Total		17%	17%

Source: SFPUC

Community Benefits Commitments

The Community Benefits portion of this contract includes workforce development, environmental justice initiatives, and education. Workforce development efforts include funding paid internships and outreach programs to encourage careers in construction management. Environmental justice initiatives focus on supporting affordable homeownership and community volunteer efforts. Education contributions include providing technical expertise and resources for STEM-related events.

The contractor was originally required to commit a minimum of \$156,100 in community benefits, including financial contributions and volunteer hours. This will increase proportionally to the contract increase, increasing the required social impact contributions to \$589,978. As of March 2025, \$57,530 of the SIP commitment had been fulfilled, as shown below. The beneficiaries include Habitat for Humanity East Silicon Valley, East Bay Regional Park District, and Alameda County Community Food Bank.

Exhibit 3: Community Benefits Completed To-Date (March 2025)

Category	Updated Total Requirement	Completed	Remaining After Amendment
Financial	\$304,111	\$25,580	\$278,531
Volunteer	285,867	31,950	253,917
Total	\$589,978	\$57,530	\$532,448

Source: SFPUC

Performance

On March 6, 2025, the SFPUC conducted an annual performance evaluation of CPM/CM Pros JV, awarding the consultant “Excellent” ratings in all evaluated categories (Quality of Service, Schedule Management, Cost Management, Scope Management, Staff and Resources, Value of Services, and Administrative Functions). However, this evaluation was the first conducted for this contract, despite the SFPUC's annual review requirement outlined in Administrative Code Section 6.26 and in the SFPUC Infrastructure Division’s Procedure Manual. The SFPUC reports it is committed to providing additional staff training to ensure compliance with annual performance evaluation requirements.

FISCAL IMPACT

The proposed resolution increases the contract's not-to-exceed amount from \$9 million to \$34 million. This increase of \$25 million will enable CPM/CM Pros JV to provide the additional staffing, oversight, and inspection required for the Sunol Valley Water Treatment Plant Ozonation and Short-Term Improvements projects, given their expanded scope and extended schedules. Although the Alameda Creek Recapture project was funded under this contract, it was terminated on April 11, 2023. The current estimate of approximately \$2.2 million in construction

management costs for that project reflects final expenses already incurred. A detailed breakdown is provided in Exhibit 4.

Exhibit 4: Revised Construction Management Budget Allocation (FY 2024-2029)³

Task	Original Agreement	Proposed Increase	Proposed New Spending
Alameda Creek Recapture	\$600,000	\$1,592,816	\$2,192,816
SVWTP Ozonation Pre-NTP Services		159,588	159,588
SVWTP Ozonation 95% Design Review		100,660	100,660
SVWTP Ozonation Constructability Evaluation		37,120	37,120
SVWTP Ozonation Constructability Eval. Update		27,869	27,869
SVWTP Ozonation	5,000,000	17,582,094	22,582,094
SVWTP Short-Term Improvements	3,200,000	5,334,566	8,534,566
Total	\$8,800,000	\$24,834,714	\$33,634,714

Source: SFPUC

According to data provided by SFPUC, spending on this contract through FY 2023-24 totaled \$2.4 million, which is less than the \$6.8 million of spending originally planned in those years on this contract. Projected spending in FY 2024-25 is \$2.8 million and increases to \$7.1 million in each of the four subsequent fiscal years.

Overall Project Budgets

The total budget (including design, management, and construction) for the three projects is \$454 million. Total construction management costs (including this contract) for these three projects range from 9 to 19 percent of construction costs. This is lower than average construction management costs for SFPUC projects, which range from 19 to 25 percent of construction costs.

Source of Funds

Contract spending is funded by the Water Enterprise capital revenues, which include customer revenues, revenue bonds, and other government loans and grants.

RECOMMENDATION

Approve the proposed resolution.

³ The base labor rates for consultant staff range from \$54 to \$85 per hour, depending on position and expertise, with an overhead and profit multiplier capped at 2.49 for both the contractor and all subcontractors.

Instructions

1. **When to use the P-650:** This template is designed for the amendment of a P-600 or other P-6XX series template. Although this P-650 can be used to modify any P-6XX series contract, you must confirm that the numbering is correct and does not result in inconsistency. **If you are modifying a P-5XX series template, use the P-550.**
2. **Who must sign:** This Amendment must be executed on behalf of each entity that signed the original Agreement.
3. **Updated contract sections:** In April 2019, the P-600 was updated substantially. See Purchaser's memo of April 2019 for further detail. Some minor updates were also made in November 2020. In November 2023, updates were made relating to nonprofit compliance and removing Covid related vaccination requirements. Not all of the cumulative updates must be incorporated into amended contracts, but the following are required:
 - Section 4.5 Assignment
 - Section 7.3 Withholding
 - Section 10.4 Consideration of Salary History
 - Section 10.11 Limitations on Contributions
 - Section 10.17 Distribution of Beverages and Water
 - Article 13 Data and Security
4. **How to show updated contract sections:** In Articles 2 and 3, set forth the section or subsection of the contract (either in the original or as previously amended) to be modified.
5. **Other things to consider:**
 - a. In complicated amendments, running a compare function from the original contract to the current version of the P-600 is advised to fully understand the scope of changes.
 - b. Confirm no new Administrative Code provisions are required if increases in compensation surpass monetary thresholds.
 - c. Review the entire original Agreement to confirm that changing something in one section does not result in an inconsistency elsewhere.
 - d. Complete all **Green** fields.
 - e. Reserve sections based on instructions in this document. Replace headings with "reserved."
 - f. If a link is not accessible, contact Oca@sfgov.org.
 - g. Track **all** Changes.
 - h. Have your city attorney review the proposed redlined amendment before sending to the contractor.
 - i. Most importantly, **delete all blue and red** instructions before sending to the contractor.

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

First Amendment

PRO.0140.A, Construction Management Services for the East Bay Region

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **[insert date]**, in San Francisco, California, by and between **CPMA – CM PROS JV** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses; and

WHEREAS, SFPUC competitively selected Contractor pursuant to a Request for Proposals entitled Construction Management Services for the East Bay Region issued through Sourcing Event ID PRO.0140.A and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

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

WHEREAS, this Amendment is consistent with an approval obtained on October 15, 2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0002101 in the amount of \$43,000,000 for the period of nine years; and

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

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

WHEREAS, Contractor's scope of work includes construction management services for construction work under Contract No. WD-2898, for which the engineer's estimate of the cost for the construction scope of work was \$183,000,000, but the bid/award amount was \$234,782,000, which amount the Commission and the Board of Supervisors approved by Resolution No. 24-0111 on May 14, 2024, and the increased cost of the construction scope of work requires a commensurate increase in duration and costs of construction management services that Contractor will provide under this contract; and

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated April 22, 2021 between Contractor and City.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

The term of this Agreement shall commence on June 4, 2021 and expire on June 3, 2028, unless earlier terminated as otherwise provided herein.

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

The term of this Agreement shall commence on the Effective Date and expire on June 3, 2030, unless earlier terminated as otherwise provided herein.

2.2 Payment. Section 3.3.3 Payment of the Agreement currently reads as follows:

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Dollars (\$9,000,000)**. The

breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Thirty-Four Million Dollars (\$34,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

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

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

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

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

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule

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

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

3.4 **Article 13 Data and Security.** **Article 13 is hereby replaced in its entirety to read as follows:**

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved.

13.3 Reserved.

13.4 Management of City Data.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City

Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY
Recommended by:

CONTRACTOR
CPMA-CM PROS JV

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

[name of authorized representative]
[title]

City Supplier number: 0000045434

Approved as to Form:

David Chiu
City Attorney

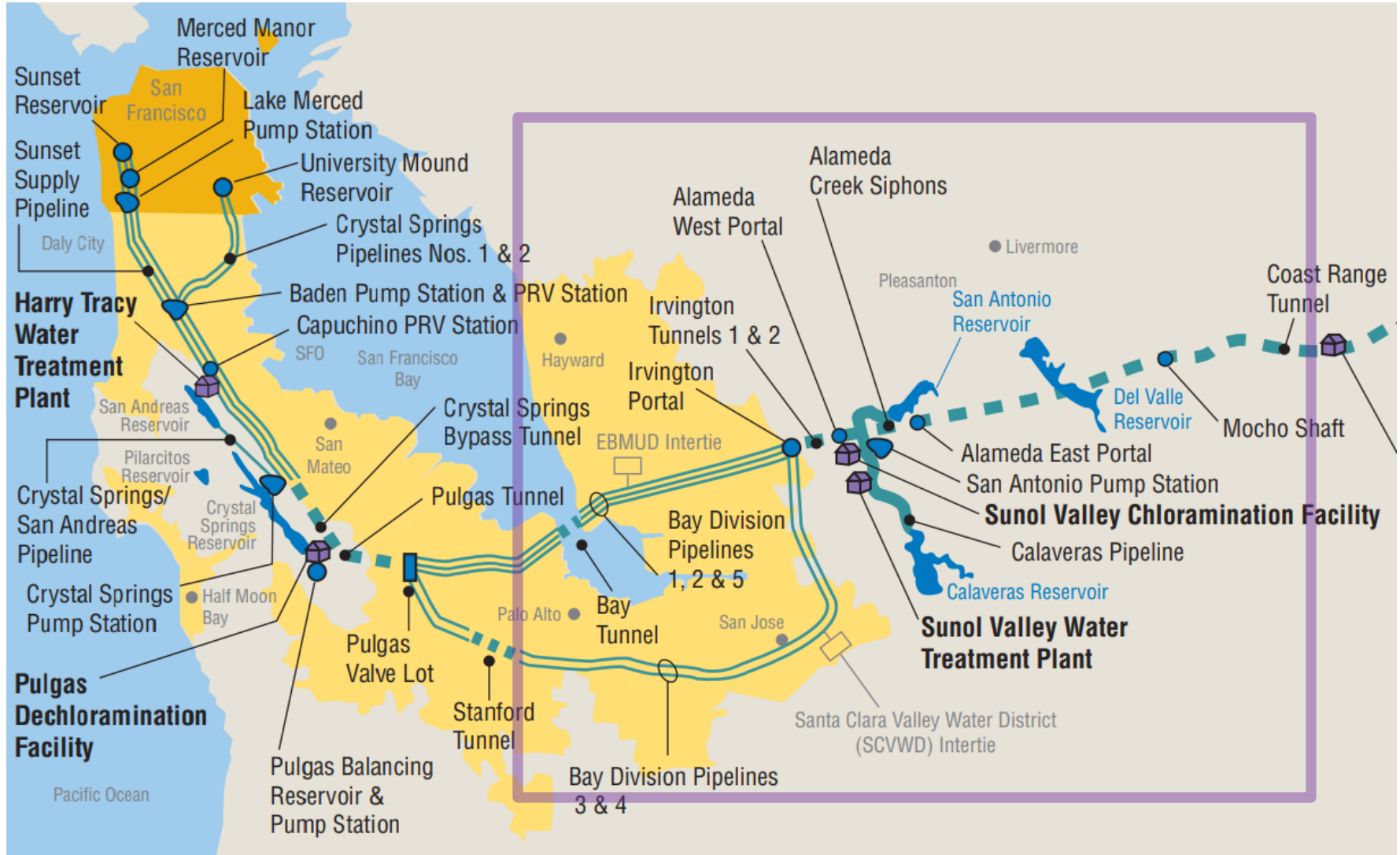
By: _____
Randy Parent
Deputy City Attorney

Request to Approve PRO.0140.A Amendment No. 1 Construction Management Services for the East Bay Region



**Budget and Finance Committee Meeting
April 9, 2025**

SFPUC Regional Water System – East Bay Region





PRO.0140.A Contract Scope Overview

- Professional Services Contract PRO.0140.A – Construction Management Services for the East Bay Region
 - Resolution No. 20-0237 (December 8, 2020)
 - Contractor: CPM / CM Pros JV
 - Contract Amount: \$9,000,000
 - Contract Duration: Seven (7) years – NTP June 2021, expires June 2028

- The primary role of the Consultant is to provide construction management services for the East Bay Region, specifically for the following projects:
 - WD-2528R Alameda Creek Recapture
 - WD-2897 Sunol Valley Water Treatment Plant Ozonation
 - WD-2909 Sunol Valley Water Treatment Plant Short Term Improvements

- This request is to amend the contract by \$25M and two years for a total contract amount of \$34M and a total contract duration of nine years.

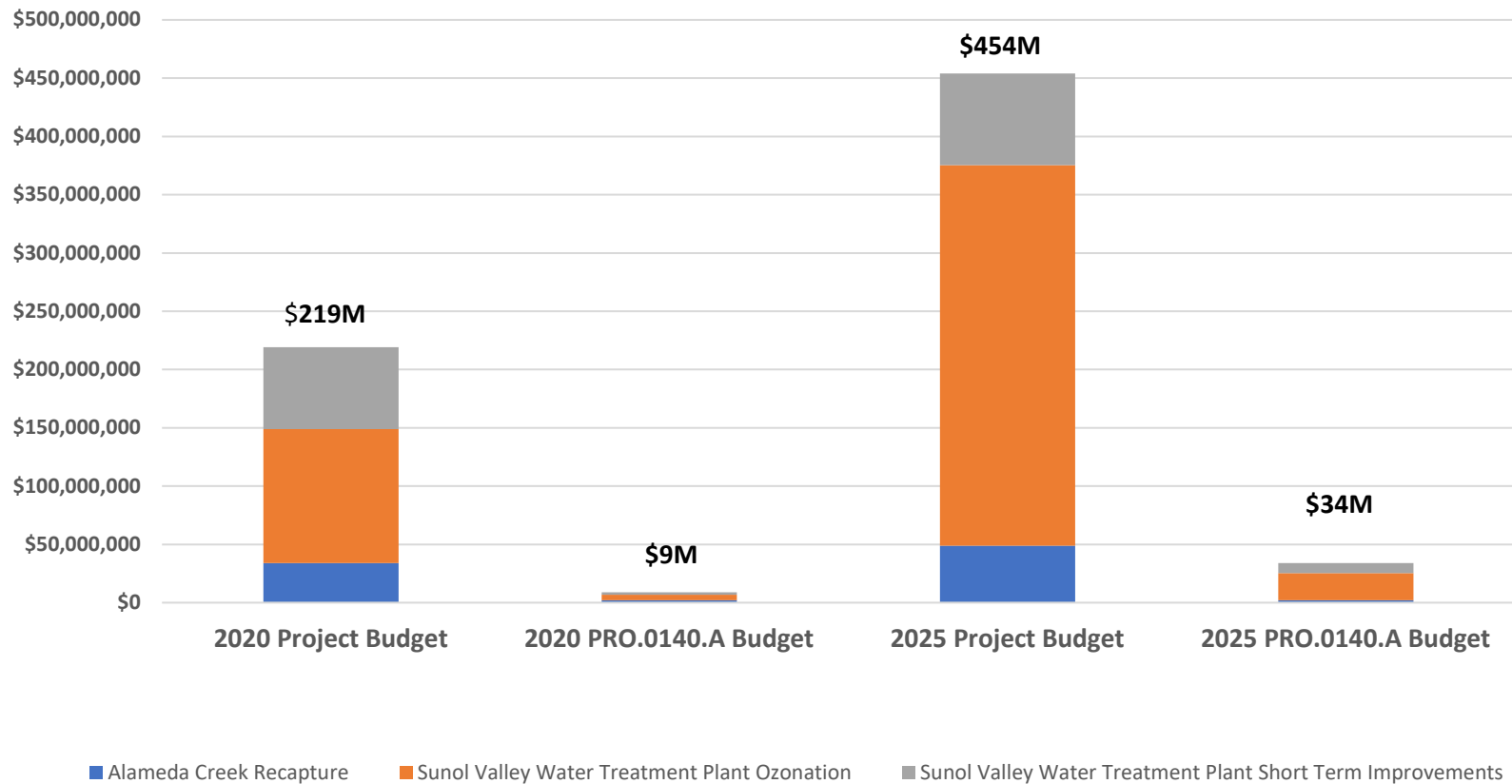
PRO.0140.A Amendment No. 1 Summary

<u>Task / Description</u>	<u>Current Contract Amount</u>	<u>Proposed Amendment No. 1 Modification</u>	<u>Proposed Contract Amount</u>
Alameda Creek Recapture	\$2,193,000		\$2,193,000
SVWTP Ozonation	\$4,631,000	\$18,597,000	\$23,228,000
SVWTP Short Term Improvements	\$2,176,000	\$6,403,000	\$8,579,000
Total	\$9,000,000	\$25,000,000	\$34,000,000

PRO.0140.A Contract Amendment Request

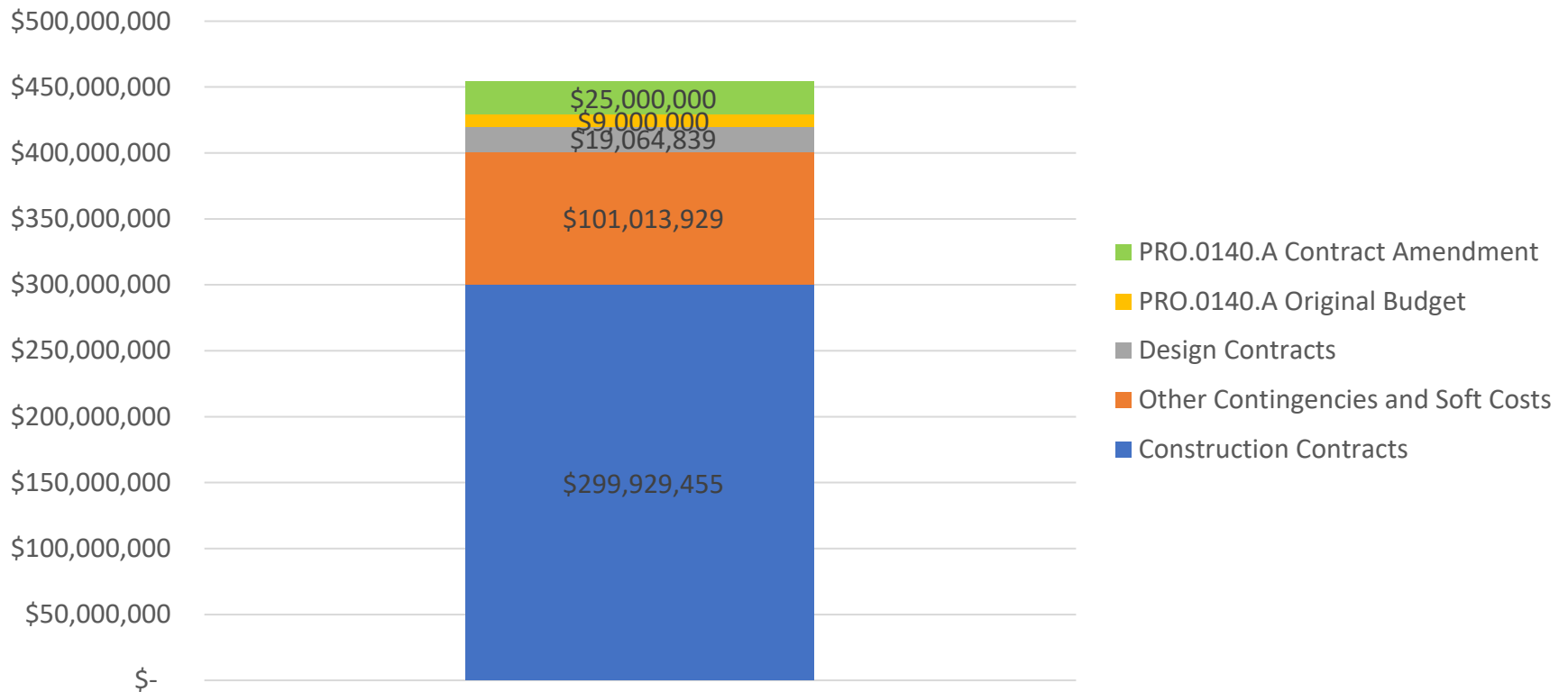
<u>Project</u>	<u>2020 Construction Cost</u>	<u>2025 Construction Cost</u>	<u>2020 Duration</u>	<u>2025 Duration</u>
Alameda Creek Recapture	\$14M	\$15M	1 Year, 5 Months	2 Years
SVWTP Ozonation	\$85M	\$235M	2 Years, 6 Months	4 Years, 2 Months
SVWTP Short -Term Improvements	\$33M	\$45M	1 Year, 6 Months	3 Years, 6 Months
Total	\$132M	\$295M		

PRO.0140.A – Budget Increases Since 2020

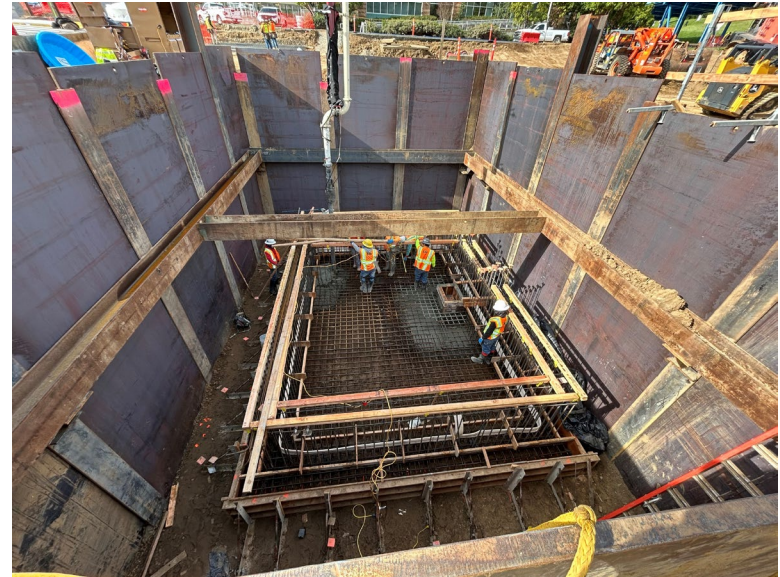


Amendment No. 1 Increase In Context

Total Combined Project Budgets \$454M



Questions



**City and County of San Francisco
San Francisco Public Utilities Commission
San Francisco, California 94102**

Agreement between the City and County of San Francisco and

CPMA – CM PROS JV

PRO.0140.A Construction Management Services for the East Bay Region

This Agreement is made this 22rd day of April, 2021, in the City and County of San Francisco (“City”), State of California, by and between CPMA – CM PROS JV, 65 McCoppin Street, San Francisco, CA 94103 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department” or “SFPUC”) wishes to retain the services of a professional services consultants to provide fully qualified and highly experienced construction management staff for multiple projects. The primary role of the PRO.0140.A Consultant will be to augment the City’s construction management workforce for the following projects: Alameda Creek Recapture; Sunol Valley Water Treatment Plant Phase 3 Improvements; and Sunol Valley Water Treatment Plant Ozonation and Calaveras Substation; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposal (“RFP”) issued on December 31, 2019, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise (“LBE”) subcontracting participation requirement for this RFP was **15%**; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number PSC No. 49806 – 20/21 on March 15, 2021; and

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 20-0237 on December 8, 2020; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through the SFPUC.

1.3 “CMD” means the Contract Monitoring Division of the City.

1.4 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.5 “Contractor” or “Consultant” means .

1.6 “Deliverables” means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.7 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.8 “Party” and “Parties” means the City and Contractor either collectively or individually.

1.9 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on June 4, 2021 and expire on June 3, 2028, unless earlier terminated as otherwise provided herein.

2.2 The City has one (1) option to renew the Agreement for a period of two (2) years. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

2.3 The City only may extend this Agreement beyond the expiration date in accordance with Administrative Code Section 6.43 at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Dollars (\$9,000,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not

excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services 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 at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the City's Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

3.3.6 Getting paid by the City for goods and/or services.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Reserved. (Grant Funded Contracts.)

3.3.8 Subcontractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after

receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

3.4 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 Services. 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. Pursuant to Article V of Chapter 6 of the Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (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.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code (collectively, "Covered Services"). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed

during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

3.6.3 Subcontract Requirements. As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

3.6.4 Posted Notices. As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

3.6.5 Payroll Records. As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7)

of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

3.6.8 Remedies. Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

3.7 Apprentices.

3.7.1 Contractor and its subcontractors of every tier that provide Covered Services under this Agreement (as defined in Section 10.20 above) shall, as a material term of the Agreement, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070], and Section 1777.5 of the Labor Code) and Administrative Code Section 6.22(n). Contractor shall be solely responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

3.7.2 Contractor shall include in all of its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

3.7.3 Should Contractor fail to comply with the apprenticeship requirements of Labor Code Section 1777.5, Contractor shall be subject to the penalties prescribed in Labor Code Section 1777.7. The interpretation and enforcement of Labor Code Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment

requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

3.7.5 Contractor shall comply with all requests by the City to provide proof that Contractor and all of its subcontractors at every tier providing Covered Services are in compliance with the State Apprenticeship Program, including proof that Contractor and all of its subcontractors at any tier providing Covered Services contributed to the appropriate apprenticeship fund(s).

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor 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.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and 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 attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's

approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$4,000,000 each occurrence and \$8,000,000 General Aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$5,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Additional Insured Endorsements

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

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

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii)

Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation Endorsements**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 **Primary Insurance Endorsements**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)

5.1.5 **Other Insurance Requirements**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

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

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until 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.

(e) 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.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification and Defense Obligations For Design Professionals.

5.2.1 Defense Obligations. To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.2.2 Indemnity Obligations. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.2.3 Copyright Infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

5.2.4 Severability Clause Specific to Indemnification and/or Defense Obligations. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT

SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. 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:

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to 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 may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) 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.

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

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) 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.

8.1.3 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:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services 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. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

(d) 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.

8.1.4 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 listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief 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 (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City 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: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Reserved.	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. 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.

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards,

photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, 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 shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 17% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. 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. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701)

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 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 <http://sfgov.org/olse/fco>. 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.

10.14.2 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, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T 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.

10.15 Reserved. **(Public Access to Nonprofit Records and Meetings.)**

10.16 **Reserved. (Food Service Waste Reduction Requirements.)**

10.17 **Reserved. (Distribution of Beverages and Water.)**

10.18 Reserved. **(Tropical Hardwood and Virgin Redwood Ban.)**

10.19 **Reserved. (Preservative Treated Wood Products.)**

Article 11 General Provisions

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

To City: James Sakai
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
JSakai@sfgwater.org

To Contractor: Ismael G. Pugeda
65 McCoppin Street
San Francisco, CA 94103
ismaelp@cpmservices.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Reserved. (Negotiation; Alternative Dispute Resolution)

11.6.2 Government Code Claim Requirement. 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 California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

11.9 Entire Agreement. This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules 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.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated May 28, 2020. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in

performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 Confidential Information. In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Reserved. (Business Associate Agreement.)

13.4 Management of City Data and Confidential Information

13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

Article 14 MacBride And Signature

14.1 MacBride Principles – Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and

understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

DocuSigned by:
Michael Carlin
360EAE264D9E47C...
Michael Carlin
Acting General Manager
San Francisco Public Utilities Commission

CONTRACTOR

CPMA – CM Pros JV

DocuSigned by:
Ismael Puga
28E2371438574A3...
Ismael G. Puga
65 McCoppin Street
San Francisco, CA 94103

City Supplier Number: **0000045434**

Approved as to Form:

Dennis J. Herrera
City Attorney

By: *Randy Parent*
0BC11F915778410
Randy Parent
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges
- B-1: Fee Schedule

Appendix A Scope of Services

1. Description of Services. Contractor agrees to perform the following Services:

The SFPUC is issuing this RFP for the purpose of selecting and entering into agreements with professional services consultants to provide fully qualified and highly experienced construction management staff for multiple projects.

The primary role of the PRO.0140.A Consultant will be to augment the City's construction management workforce for the following projects:

1. Alameda Creek Recapture
2. Sunol Valley Water Treatment Plant Phase 3 Improvements
3. Sunol Valley Water Treatment Plant Ozonation and Calaveras Substation

The Consultants will work under the direction of the SFPUC Infrastructure Division, Construction Management Bureau.

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

Tasks

Task A1 – Alameda Creek Recapture Project

Project Description: Construction of a water pumping system on Pond F2 located in Sunol, CA. The project consists of four pumps on barges, mooring system, reinforced concrete drilled piers, electrical control building, pipelines, I&C work, and road work.

Estimated Construction Cost: \$14M

Anticipated Schedule: Refer to Appendix E – Staffing Plan (Rev. 3)

Activities:

- A1.1 Provide Construction Inspector (MEP)
- A1.2 Provide Construction Scheduler
- A1.3 Provide Materials Testing Services
- A1.4 Provide Office Engineer
- A1.5 Provide Field Contracts Administrator

The SFPUC plans to have City personnel perform the role of Resident Engineer.

Task A2 – Sunol Valley Water Treatment Plant Phase 3 Improvements

Project Description: Construction at the SVWTP to address building and structural improvements, including: roofing work within the Administration Building, replacing concrete

joints near the settled water conduit, and concrete spalling repair in the sedimentation basins; electrical upgrades including replacement of obsolete flocculator VFDs for the flocculator basins; mechanical repairs and upgrades including replacement of leaking washwater drain valves, replacement of corroded air scour piping, HVAC upgrades of the Administration Building, installing new flowmeters for the washwater backwash system and the chlorine contact tank piping, and implementing a fixed washdown system for the plate settlers in the sedimentation basin; health and safety improvements including lighting upgrades in the basement and tunnel areas of the plant, upgrades to the plant intercom and paging system, mold removal and remodeling of the existing lab facility, and installation of a clean agent fire suppression system for the existing server rooms; roadway improvements including road widening at the chemical tank area; environmental remediation work to cleanup contaminated soil under an existing 3,000 gallon diesel tank.

Estimated Construction Cost: \$33M

Anticipated Schedule: Refer to Appendix E – Staffing Plan (Rev. 3)

Activities:

- A2.1 Provide Office Engineer
- A2.2 Provide Construction Inspector (MEP)
- A2.3 Provide Materials Testing Services
- A2.4 Provide Construction Scheduler
- A2.5 Provide Resident Engineer
- A2.6 Provide Inspector (Civil)

Task A3 – Sunol Valley Water Treatment Plant Ozonation and Calaveras Substation

Project Description: Construction of an ozonation system at the Sunol Valley Water Treatment Plant to provide long-term treatment of taste and odor events caused by algal blooms in San Antonio and Calaveras Reservoirs. The work includes construction of cryogenic oxygen tanks, liquid oxygen vaporizers, ozone generators, ozone injectors, an ozone contactor, an ozone building, an ozone destruct system, associated pumping/valving/piping/appurtenances, associated automatic controls, related facilities, an electrical building, site improvements, and offset power generation consisting of solar panels, and an upgrade and expansion of the Calaveras Substation to accommodate increased power demands at the SVWTP.

Estimated Construction Cost: \$85M

Anticipated Schedule: Refer to Appendix E – Staffing Plan (Rev. 3)

Activities:

- A3.1 Provide Office Engineering
- A3.2 Provide Construction Inspection (Civil, Electrical, and MEP)
- A3.3 Provide Cost Estimator
- A3.4 Provide Construction Scheduler
- A3.5 Provide Materials Testing Services

- A3.6 Provide SQS Inspector (MEP)
- A3.7 Provide Testing and Startup Engineer
- A3.8 Provide Field Contracts Administrator

The SFPUC plans to have City personnel perform the role of Resident Engineer and partial Construction Inspector.

Community Benefits

1) Terms and Conditions

The Contractor shall provide the total CB Commitments detailed in its CB Submittal during the term of the Agreement. The representations, warranties, and other terms contained in the Contractor's CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

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

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

2) Project Team

Wendy Glassett shall serve as the Executive- in- Charge to manage the Contractor's CB Commitments and provide fiduciary oversight. The Executive- in- Charge shall ensure that the CB Commitments listed in the Community Benefits Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive- in- Charge shall work with the Community Benefits Coordinator, Cristina Feraren, to organize, plan, track, measure, and report on Contractor's CB Commitments. The Executive- in- Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

3) *Community Benefits Commitments*

Contractor shall provide \$80,500 in direct financial contributions and, \$75,600 in volunteer hours. Contractor commits to a minimum contribution of \$156,100 over the term of this Agreement as stated in the Community Benefits Summary Table below.

Community Benefits Summary Table

Community Benefit Priority Area	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (rate is standardized and cannot be changed)	(D) Total Value of Volunteer Hours (B x C)	(E) In-Kind Contributions	(F) Total Contributions (A + D + E)
Workforce Development	Support paid internships and outreach for careers in construction management to students each year of the contract	Annually for the life of the contract	\$56,000	168	\$150/hr	\$25,200	\$0	\$81,200
Environmental Justice	Support an affordable homeownership cause and engage staff of all partner firms in community volunteer days	Annual Participation and Event Sponsorship	\$21,000	280	\$150/hr	\$42,000	\$0	\$63,000
Education	Utilize company expertise to support a STEM event	Annually for the life of the contract	\$3,500	56	\$150/hr	\$8,400	\$0	\$11,900
TOTAL			\$80,500	504 Hrs		\$75,600	\$0	\$156,100

4) *Accountability and Deliverables*

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

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

a) **Community Benefits Plan and Timeline**

- Contractor shall develop a Community Benefits Plan within three (3) months of issuance of the first NTP. The Community Benefits Plan will provide details

regarding community partnerships, expenditures, a schedule, and timelines related to the CB Submittal.

- Contractor is invited to meet once a year thereafter or as needed with the SFPUC External Affairs' Social Impact Partnership Manager during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

b) Community Benefits Commitments and Reporting

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

5) *Statements of Understanding*

Contractor acknowledges that they agree with the following statements:

- All instructions for the CB Submittal have been followed.
- Any of the CB Commitments that the Contractor voluntarily commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- CB Commitments must support nonprofit, charitable, or related activities.
- CB Commitments shall not go to, nor benefit, any City department or employee.
- CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- CB Commitments must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Summary Table in the final Agreement is considered binding.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's Contractor's CB Commitments.
- Proposer Contractor commits to complying with SFPUC's reporting requirements.

- ProposerContractor commits to the Terms and Conditions set forth in this section and in the Agreement.

Contractor shall provide all of the CB Commitments, consistent with all of the terms of Contractor's Community Benefits Proposal dated May 28, 2020, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement. *All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.*

2. 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.

3. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be **James Sakai**.

4. Task Orders. Performance of the service under this Agreement will be executed according to a task order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the task order. The SFPUC Project Manager will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each task order shall be borne by Contractor. A final task order will be negotiated between the SFPUC Project Manager and the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the task order scope becomes available.

The task order request will be processed for Controller certification of funding, after which a "Notice to Proceed" will be issued. The Contractor is hereby notified that work cannot commence until the Contractor receives a written Notice to Proceed in accordance with the San Francisco Administrative Code. ***Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk.*** The calculations of costs and methods of compensation for all task orders under this Agreement shall be in accordance with Appendix B.

5. Reports. Contractor shall submit written reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including

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

6. Performance Evaluation. Performance evaluations support the SFPUC's objective of continuously improving the quality of Contractor services. The SFPUC may or may not, at its sole discretion, conduct evaluation/s of Contractor's performance. Ratings are ultimately the decision of the SFPUC and are not subject to negotiation with the Contractor. However, the Contractor may provide comments on a performance evaluation form if an evaluation is performed. In the event that the SFPUC conducts performance evaluation(s) of the Contractor, such performance evaluation(s) shall not confer any express or implied rights upon Contractor, nor shall they shift any liability to the SFPUC for the Contractor's performance of the contract.

7. Standard of Care for Design Professionals. Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

Appendix B Calculation of Charges

As part of Contractor's proposal dated **May 28, 2020**, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

As provided in the Fee Schedule, the budget identified for tasks is an estimate, and the City reserves the right to modify the budget allocated, if applicable, to any task as more specific information concerning the task order scope becomes available.

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix B-1 will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates will be fixed for the first year of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the first anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding \$240 per hour, unless Project Manager and Bureau Manager authorize an increase to the rate in writing.

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

- Proposed addition of new project personnel to perform requested services that are within the scope of the Agreement;
- Proposed change of staff classification for existing personnel; and/or
- Proposed replacement or substitution of any employee listed in Appendix B-1 due to termination, promotion or reclassification.

All proposed personnel must meet all qualification requirements established by the Agreement.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0140.A is **2.49**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

4. Other Direct Costs (ODC). Direct reimbursable expenses (ODCs – Other Direct Costs) shall include actual direct costs (with no mark up) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the SFPUC Project Manager.

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

- Out-of-town travel (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano);
- Out- of town meal, travel and lodging expenses for project-related business trips, including, but not limited to:
 - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented;
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
 - Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates;
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Specialty computer hardware and software (only with prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Safety equipment.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, travel from Contractor’s home office to SFPUC facilities;
- Contractor personnel relocation costs;

- Any home or regional office labor charges or pass-throughs, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier subcontracting requires written approval by the SFPUC project manager. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Manager, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees:

- Subject to the restrictions in this Section 4;
- Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

7. Retention. Five percent (5%) of each invoice payment will be withheld for each task order. When the work for the task order or defined critical milestones has been completed to the satisfaction of the SFPUC Project Manager and all work products have been received and approved by the SFPUC Project Manager, the Contractor may request that the retention be released. In lieu of money retention, an irrevocable letter of credit acceptable to the City will be accepted.

8. Invoice Requirements. As part of its contracting obligations, the Contractor is required to utilize the City's approved invoicing and time-keeping systems, as specified by the SFPUC project team, for the purposes for which they are intended. Contractor shall not bill the SFPUC to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

Contractor shall follow the invoicing and supporting documentation instructions as prescribed by the SFPUC.

Invoice Supporting Documentation:

All labor hours must be substantiated by timesheet summaries extracted from the Contractor's accounting system. Each timesheet summary shall include the staff person's name, company, dates of the days worked, and the number of hours worked each day.

Mileage ODCs must be accompanied by mileage logs providing the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. All other ODCs must be substantiated with copies of original receipts including a brief description for each receipt memorializing the purpose.

CMD Form 7 "Progress Payment Form" must be included with each invoice to identify the participation and amount payable to the subcontractors.

CMD Form 9 "Payment Affidavit" must be submitted within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime contractor.

PRO.0140.A CONSTRUCTION MANAGEMENT SERVICES FOR THE EAST BAY REGION
Overhead and Profit Schedule Submitted by **CPMA-CM Pros JV**



OVERHEAD AND PROFIT SCHEDULE

Task Number	Task Summary	Staff Position/Role	Proposed Staff Person	Consulting Firm	SFPUC's Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
A1	Alameda Creek Recapture	Construction Inspector (MEP)	Mark Evans	CPM	2,720	\$64.27	\$174,814	2.50	\$161	\$437,036
		Construction Scheduler	Samir Messiah	CM PROS	544	\$85.00	\$46,240	2.40	\$204	\$110,976
		Materials Testing	John Nicolini	KF	544	\$68.05	\$37,019	2.62	\$178	\$96,990
		Office Engineer	Tina Edwards	JHCE (LBE)	1,360	\$54.00	\$73,440	2.40	\$130	\$176,256
		Field Contracts Administrator	Steve Higgins	EMS (LBE)	1,600	\$78.00	\$124,800	2.40	\$187	\$299,520
TASK A1 TOTAL					6,768	-	\$456,314	-	-	\$1,120,778
A2	SVWTP Phase 3 Improvements	Resident Engineer	Tim Hansen	BC	3,360	\$76.22	\$256,099	2.60	\$198	\$665,858
		Office Engineer	Tina Edwards	JHCE (LBE)	3,360	\$54.00	\$181,440	2.40	\$130	\$435,456
		Inspector (Civil)	Justin Morphis	CM PROS	2,880	\$70.00	\$201,600	2.40	\$168	\$483,840
		Inspector (MEP)	Bob Spore	BC	2,880	\$70.00	\$201,600	2.60	\$182	\$524,160
		FCA	Steve Higgins	EMS (LBE)	1,440	\$78.00	\$112,320	2.40	\$187	\$269,568
		Scheduler	Samir Messiah	CM PROS	576	\$85.00	\$48,960	2.40	\$204	\$117,504
		Materials Testing	John Nicolini	KF	288	\$68.05	\$19,598	2.62	\$178	\$51,348
TASK A2 TOTAL					14,784	-	\$1,021,618	-	-	\$2,547,734
A3	SVWTP Ozonation	Office Engineer	Elizabeth Durazo	BC	4,800	\$69.71	\$334,608	2.60	\$181	\$869,981
		Inspector (Civil)	Wilbur Sweet	CM PROS	4,800	\$75.00	\$360,000	2.40	\$180	\$864,000
		Inspector (Electrical)	Michael Johnson	CPM	4,800	\$74.64	\$358,272	2.50	\$187	\$895,680
		Inspector (MEP)	Mark Evans	CPM	4,800	\$64.27	\$308,496	2.50	\$161	\$771,240
		FCA	Tom Shastid	CPM	2,400	\$82.00	\$196,800	2.50	\$205	\$492,000
		Cost Estimator	Sunil Shah	CM PROS	960	\$75.00	\$72,000	2.40	\$180	\$172,800
		Construction Scheduler	Samir Messiah	CM PROS	960	\$85.00	\$81,600	2.40	\$204	\$195,840
		Startup and Testing Engineer	Eric Koefoed	JHCE (LBE)	1,440	\$67.76	\$97,574	2.40	\$163	\$234,179
		SQS Inspector	James DeHart	BC	480	\$62.50	\$30,000	2.60	\$163	\$78,000
		Materials Testing	John Nicolini	KF	480	\$68.05	\$32,664	2.62	\$178	\$85,580
TASK A3 TOTAL					25,920	-	\$1,872,014	-	-	\$4,659,299
TOTAL					47,472	-	\$3,349,946	-	-	\$8,327,811

Effective Overhead and Profit Rate (EOPR, or Effective Project Multiplier) **2.49**
(= Total Actual Labor Cost ÷ Total Base Labor Cost)
Maximum Allowable EOPR = **2.7**

Examples of Other Direct Costs (ODCs):

	Description
1	Task-specific out-of-town travel
2	Specialty printing
3	Field trailer rental and services

TOTAL PROJECT COST BREAKDOWN

Total Actual Labor Cost: **\$8,327,811**

Total Other Direct Costs (ODCs): **\$100,000**

PRO.0140.A CONSTRUCTION MANAGEMENT SERVICES FOR THE EAST BAY REGION
Overhead and Profit Schedule Submitted by CPMA-CM Pros JV



OVERHEAD AND PROFIT SCHEDULE

Task Number	Task Summary	Staff Position/Role	Proposed Staff Person	Consulting Firm	SFPUC's Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
4	Laboratory testing services		Total Costs for Additional, As-Needed Services:							\$375,000
5	Task-related permit fees									
6	Task-specific, non-standard safety equipment		Markup on Subconsultant Labor Cost:							\$189,345
7	Expedited courier services		(Maximum Allowable: 5% of subconsultant labor costs)							
TOTAL CONTRACT COST (NOT TO EXCEED \$9,000,000)										\$8,992,156

INSTRUCTIONS for the OVERHEAD AND PROFIT SCHEDULE:

The Consultant shall insert its name ([see above](#)) and then complete the Overhead and Profit Schedule by inserting data ONLY into the empty cells highlighted in yellow.

Note: The formulas, numbers, and text reflected above in the OPS cells shall not be altered.

- Column A - Task Number
 - Column B - Task Summary
 - Column C - Staff Position/Role
 - Column D - **Proposed Staff Person: Provide name for each proposed staff person.**
 - Column E - **Consulting Firm: Provide name of consulting firm for each proposed staff person.**
 - Column F - SFPUC's Estimated No. of Hours
 - Column G - **Base Hourly Rate: Provide base hourly rate for each proposed staff person.** (Note: These rates shall not exceed the rates verified by certified payroll records.)
 - Column H - Base Labor Cost: Calculated by multiplying Column F (Estimated No. of Hours) by Column G (Base Hourly Rate).
 - Column I - **Firm Multiplier: Provide firm overhead and profit rate (one per firm).**
 - Column J - Billing Rate: Calculated by multiplying Column G (Base Hourly Rate) by Column I (Firm Overhead and Profit Rate).
(Note: The maximum billing rate allowed is \$220/hour. However, a maximum billing rate of \$240/hour may be used for the Project Resident Engineer. Consultants will only be allowed to escalate billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area. Billing rates will be fixed until the 1-year anniversary of the executed Agreement.)
 - Column K - Actual Labor Cost: Calculated by multiplying Column F (Estimated No. of Hours) by Column J (Billing Rate).
- Markup on Subconsultant Actual Labor Cost: Provide 5% markup (\$) on all subconsultant actual labor costs.**

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San Francisco

Public Utilities Commission

Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir

Alameda County, California

SCH No. 2007082014

MEA Case No. 2006.0137E

FINAL ENVIRONMENTAL IMPACT REPORT



Prepared by
The San Francisco Planning Department
Major Environmental Analysis Division

Draft EIR Publication Date: June 3, 2009

Draft EIR Public Meeting Date (Sunol): June 30, 2009

Draft EIR Public Hearing Date (San Francisco): July 9, 2009

Draft EIR Public Comment Period: June 3, 2009 to July 17, 2009

EIR Certification Date: December 3, 2009



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ADDENDUM 1 TO ENVIRONMENTAL IMPACT REPORT

<i>Date of Addendum Publication:</i>	July 13, 2023
<i>Date of EIR Certification:</i>	December 3, 2009
<i>Case Nos.:</i>	2006.0137E (EIR) and 2006.0137ENV-04 (Addendum 1)
<i>Project Title:</i>	Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir (Sunol Valley Water Treatment Plant Ozonation Facility and Other Site Improvements Project)
<i>Project Sponsor:</i>	San Francisco Public Utilities Commission, Sue Chau, 415.554.3238, schau@sfwater.org
<i>Lead Agency:</i>	San Francisco Planning Department
<i>Staff Contact:</i>	Timothy Johnston, 628.652.7569, timothy.johnston@sfgov.org

REMARKS

Background

On December 3, 2009, the San Francisco Planning Commission certified the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Final Environmental Impact Report (EIR), and the San Francisco Public Utilities Commission (SFPUC) subsequently approved the project (San Francisco Planning Department file number 2006.0137E). The approved project¹ analyzed in the EIR includes the construction and operation of a new treated water reservoir, a new chlorine contact tank and associated water treatment facilities, an additional flocculation² and sedimentation basin, new effluent pipelines, and a new 78-inch pipeline connecting the treated water reservoir to the existing 78-inch plant discharge pipeline, which transports water from the Sunol Valley Water Treatment Plant (the plant) to the existing Alameda Siphons (where treated water enters the water transmission system). The plant occupies 28 acres in unincorporated Alameda County, approximately 3 miles south of the intersection of Calaveras Road and Interstate 680 (**Figure 1**). The plant is currently developed with approximately 30 buildings and structures, including an operations building and various water treatment facilities such as water and chemical storage tanks, flocculation and sedimentation basins, and filter bays.

¹ The final approved project—as described in the EIR for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir—is referenced in this addendum as the “approved project.”

² Flocculation is a water treatment process where solids form larger clusters, or flocs, to be removed from water. Chemical agents are often used to help this process.

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Appendix A

Notice of Preparation and Scoping Report

ATTACHMENT A

SUNOL VALLEY WATER TREATMENT PLANT EXPANSION AND TREATED WATER RESERVOIR

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS: FINDINGS OF FACT, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND STATEMENT OF OVERRIDING CONSIDERATIONS

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

In determining to approve the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project (“Project”) described in Section I, Project Description below, the San Francisco Public Utilities Commission (“SFPUC”) makes and adopts the following findings of fact and decisions regarding mitigation measures and alternatives, and adopts the statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and under the California Environmental Quality Act (“CEQA”), California Public Resources Code Sections 21000 et seq., particularly Sections 21081 and 21081.5, the Guidelines for Implementation of CEQA (“CEQA Guidelines”), 14 California Code of Regulations Sections 15000 et seq., particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administration Code.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, the environmental review process for the Project, the approval actions to be taken and the location of records;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures;

Section IV identifies significant impacts that cannot be avoided or reduced to less-than-significant levels and describes any applicable mitigation measures as well as the disposition of the mitigation measures;

Section V evaluates the different Project alternatives and the economic, legal, social, technological, and other considerations that support approval of the Project and the rejection of the alternatives, or elements thereof, analyzed; and

Section VI presents a statement of overriding considerations setting forth specific reasons in support of the Commission's actions and its rejection of the alternatives not incorporated into the Project.

The Mitigation Monitoring and Reporting Program (“MMRP”) for the mitigation measures that have been proposed for adoption is attached with these findings as **Attachment B to Resolution No. _____**. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. Attachment B provides a table setting forth each mitigation measure listed in the Final Environmental Impact Report for the Project (“Final EIR”) that is required to

reduce or avoid a significant adverse impact. Attachment B also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in Attachment B.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report (“Draft EIR” or “DEIR”) or the Comments and Responses document (“C&R”), which together comprise the Final EIR, are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. APPROVAL OF THE PROJECT

A. Project Description

By this action, the SFPUC adopts and implements the Project identified in the Final EIR to construct and operate a new treated water reservoir and water treatment facilities adjacent to the existing Sunol Valley Water Treatment Plant (“SVWTP”) in an unincorporated Alameda County in the Sunol Valley. The Project is located adjacent to the existing SVWTP in unincorporated Alameda County in the Sunol Valley. The SVWTP primarily treats water from the Calaveras and San Antonio Reservoirs and, when needed, Hetch Hetchy water can be diverted to the SVWTP for treatment.

The SFPUC is has been ordered by the California Department of Public Health (“CDPH”) (Order 02-04-96C-001) to provide additional treated water storage at the SVWTP to serve as a balancing reservoir. (See Appendix B of the Draft EIR). The Project therefore proposes to install a new 17.5-million-gallon treated water reservoir adjacent to the existing facilities. Additionally, the Project would construct various new facilities to increase the sustainable treatment capacity at the SVWTP from 120 million gallons per day (“mgd”) to 160 mgd (the hydraulic capacity of the SVWTP) for 60 days. The Project would not increase the total volume of water that could be treated and served to the public; it would only increase redundancy and thereby operation flexibility to ensure that, when scenarios require treating 160 mgd, that water will meet regulatory requirements.

Key features of the proposed Project include:

- 78-inch-diameter discharge pipe to connect to the new treated water reservoir to the existing SVWTP discharge pipeline that connects to the Regional Transmission System;
- 17.5-million-gallon treated water reservoir;
- 3.5-million-gallon chlorine contact tank;
- Water treatment chemical storage and feed systems;
- Flocculation and sedimentation basin;
- Wash water recovery basin and piping;
- 2,000-kilowatt diesel generator and a new 8,000-gallon diesel fuel storage tank;
- Miscellaneous piping, valves, and mechanical and electrical work; and
- Spoils disposal and conversion of an existing nursery to grassland habitat.

B. Project Objectives

The Project objectives are to:

- Comply with the CDPH Compliance Order to provide treated water storage to serve as a buffer for potential treatment failures at the SVWTP;
- Add redundant facilities at the SVWTP to improve treatment reliability by increasing the plant's "sustainable capacity" to 160 mgd, defined as the ability to treat 160 mgd for at least 60 days with the largest piece of equipment or process component (e.g., flocculation and sedimentation basin) out of service for maintenance (overall hydraulic peak capacity at the plant would remain 160 mgd);
- Provide ability to reliably augment water supply with as much as 160 mgd of water from the Alameda Creek watershed during unplanned outages of the Hetch Hetchy supply; and
- Provide ability to sustainably treat as much as 160 mgd of Hetch Hetchy water at the SVWTP during an unplanned Hetch Hetchy water quality event.¹

In addition, the proposed Project is part of the SFPUC's Water System Improvement Program ("WSIP") adopted by this Commission on October 30, 2008 by its Resolution No. 08-0200. The WSIP consists of over 70 local and regional facility improvement projects that would increase the ability of the SFPUC's water supply system to withstand major seismic events and prolonged droughts and to meet estimated water-purchase requests in the service areas through the year 2018. The regional water system consists of water conveyance, treatment, and distribution facilities, and delivers water to retail and wholesale customers. The Project also serves to meet several of the WSIP goals and objectives for the overall regional water system by helping to (1) improve seismic reliability by constructing new facilities with modern earthquake engineering methods; (2) improve delivery reliability under a variety of operating conditions by improving overall operations of the system through additional redundancy; and (3) improve water quality reliability under a variety of operation conditions through providing additional treated water storage and operational flexibility.

C. Environmental Review

1. Water System Improvement Program Environmental Impact Report

On October 30, 2008, the SFPUC adopted the regional Water System Improvement Program (the "WSIP") (originally identified as the "Phased WSIP Variant"). The WSIP will improve the regional system with respect to water quality, seismic response, water delivery and water supply to meet water delivery needs in the service area through the year 2018 and establish level of service goals and system performance criteria. The program includes a water supply strategy and modifications to system operations, and construction of a series of facility improvement

¹ Water from the SVWTP system is conveyed to the Hetch Hetchy system through a 78-inch pipeline that parallels Calaveras Road. Periodically, however, the Hetch Hetchy facilities are out of service for maintenance. During these periods the SVWTP must treat local water to compensate for the loss of Hetch Hetchy supply. There are also relatively short periods when the Hetch Hetchy supply is available but does not comply with drinking water standards for turbidity, usually due to rate changes or pH failures at the Rock River Lime Station or disinfection failures at the Tesla Portal, but also possibly due to unusually high levels of sediment carried by stormwater runoff following a fire on watershed lands, flooding, or other such extraordinary events.

projects spanning seven counties, including Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco. The Project, one of the facility improvement projects adopted as part of the Phased WSIP Variant, is within the Sunol Valley Region of the WSIP and is located in Alameda County.

To address the potential environmental effects of the WSIP, the San Francisco Planning Department prepared a Program EIR ("PEIR"), which was certified by the San Francisco Planning Commission on October 30, 2008 (Motion No. 17734). At a project-level of detail, the PEIR evaluated the environmental impacts of the WSIP's water supply strategy and, at a program level of detail, it evaluated the environmental impacts of the WSIP's facility improvement projects. The PEIR contemplated that additional project-level environmental review would be conducted for the facility improvement projects, including the Project.

2. Sunol Valley Water Treatment Plant Environmental Impact Report

Pursuant to and in accordance with the requirements of Section 21094 of the Public Resources Code and Section 15152 of the CEQA Guidelines, the Final EIR prepared for the Project described below, tiers from the PEIR and incorporates by reference the relevant analyses of the PEIR with respect to the WSIP's impacts and mitigation measures. The Final EIR summarizes and incorporates by reference the PEIR's analysis of the impacts associated with the WSIP's water supply strategy, including the PEIR analysis and conclusions regarding impacts on the SFPUC's watersheds and growth inducement impacts. The Project was fully analyzed and considered in sufficient detail in the PEIR's analysis of water supply and growth inducement impacts.

In accordance with Sections 15063 and 15082 of the CEQA Guidelines, the San Francisco Planning Department, as lead agency, released a Notice of Preparation ("NOP") on August 3, 2007 and held a public scoping meeting on August 22, 2007, in Sunol, California. (See Appendix A of the Draft EIR.)

The NOP was distributed to the State Clearinghouse and mailed to: governmental agencies with potential interest, expertise, and/or authority over the project; interested members of the public; and occupants and owners of real property surrounding the project area. The scoping meeting was held at the Sunol Glen Elementary School at 11601 Main Street in Sunol, California, and six people attended. The purpose of the scoping meeting was to present the project description and receive oral comments regarding the scope of the Draft EIR for the proposed project.

MEA received comments between August 3 and September 18, 2007, on the NOP. In addition to comments received during the scoping meeting, the San Francisco Planning Department received written comments in the form of letters or emails. The comment inventory is included in Appendix A of the Draft EIR. Comments received addressed environmental issues such as aesthetics, biological resources, hazardous materials, hydrology and water quality, and recreation impacts. Comments also addressed project description and CEQA alternatives.

The San Francisco Planning Department then prepared the Draft EIR, which describes the Project and the environmental setting, identifies potential impacts, presents mitigation measures for impacts found to be significant or potentially significant, and evaluates Project Alternatives.

The Draft EIR analyzes the impacts associated with each of the key components of the Project, and identifies mitigation measures applicable to reduce impacts found to be significant or potentially significant for each of those key components. It also includes an analysis of four alternatives to the Project. In assessing construction and operational impacts of the Project, the EIR considers the impact of the Project and the cumulative impacts associated with the proposed Project in combination with other past, present, and future actions with potential for impacts on the same resources.

Each environmental issue presented in the Draft EIR is analyzed with respect to significance criteria that are based on the San Francisco Planning Department Major Environmental Analysis Division (“MEA”) guidance regarding the environmental effects to be considered significant. MEA guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Draft EIR was circulated to local, state, and federal agencies and to interested organizations and individuals for review and comment on June 3, 2009 for a 45-day public review period, which closed on July 17, 2009. Public hearings on the Draft EIR to accept written or oral comments were held in Sunol on June 30, 2009 and in San Francisco on July 9, 2009. During the public review period, the San Francisco Planning Department received written comments sent through the mail, fax, or email. No comments were received at the San Francisco public hearing. A court reporter was present at each of the public hearings, transcribed the oral comments verbatim, and prepared written transcripts.

The San Francisco Planning Department then prepared the Comments and Responses (“C&R”) document, which provides written response to each comment received on the Draft EIR. The C&R was published on November 18, 2009 and included copies of all of the comments received on the Draft EIR and individual responses to those comments. The C&R provided additional, updated information and clarification on issues raised by commenters, as well as SFPUC and Planning Department staff-initiated text changes. The Planning Commission reviewed and considered the Final EIR, which includes the Draft EIR and the C&R document, and all of the supporting information. The Final EIR provided augmented and updated information on many issues presented in the Draft EIR, including (but not limited to) the following topics: project description, aesthetics, traffic, hydrology and water quality, biological resources, and mitigation measures. In certifying the Final EIR, the Planning Commission determined that the Final EIR does not add significant new information to the Draft EIR that would require recirculation of the EIR under CEQA because the Final EIR contains no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project’s proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. This Commission concurs in that determination.

The Final EIR fully analyzed the Project proposed for approval herein. No new impacts have been identified that have not been analyzed in the Final EIR.

D. Approval Actions

1. Planning Commission Actions

On December 3, 2009, the Planning Commission certified the Final EIR.

2. Public Utilities Commission Actions

The San Francisco Public Utilities Commission is taking the following actions and approvals to implement the Project:

- Adopt these CEQA findings and the attached Mitigation Monitoring and Reporting Program.
- Approve the Project, as described herein.

3. San Francisco Board of Supervisors Actions

- The Planning Commission's certification of the Final EIR may be appealed to the Board of Supervisors. If appealed, the Board of Supervisors will determine whether to uphold the certification or to remand the Final EIR to the Planning Department for further review.
- The San Francisco Board of Supervisors approves an allocation of bond monies to pay for implementation of the Project.

4. Other—Federal, State, and Local Agencies

Implementation of the Project mitigation measures will involve consultation with or required approvals by other local, state and federal regulatory agencies, including, but not limited to, the following:

- U.S. Army Corps of Engineers
- U.S. Fish & Wildlife Service
- State Historic Preservation Officer
- Cal/OSHA
- California Department of Fish and Game
- State Water Resources Control Board
- San Francisco Bay Regional Water Quality Control Board
- Various municipal public works departments

To the extent that the identified mitigation measures require consultation or approval by these other agencies, this Commission urges these agencies to assist in implementing, coordinating or approving the mitigation measures, as appropriate to the particular measure.

E. Findings About Significant Environmental Impacts And Mitigation Measures

The following Sections II, III and IV set forth the SFPUC's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures

proposed to address them. These findings provide the written analysis and conclusions of the SFPUC regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the SFPUC as part of the Project. To avoid duplication and redundancy, and because the SFPUC agrees with, and hereby adopts, the conclusions in the Final EIR, these findings will not repeat the analysis and conclusions in the Final EIR, but instead incorporate them by reference herein and rely upon them as substantial evidence supporting these findings.

In making these findings, the SFPUC has considered the opinions of SFPUC staff and experts, other agencies and members of the public. The SFPUC finds that the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the SFPUC is not bound by the significance determinations in the EIR (see Pub. Resources Code, § 21082.2, subd (e)), the SFPUC finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the SFPUC ratifies, adopts and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the SFPUC adopts and incorporates all of the mitigation measures set forth in the Final EIR and the attached MMRP to substantially lessen or avoid the potentially significant and significant impacts of the Project. The SFPUC intends to adopt each of the mitigation measures proposed in the Final EIR. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the policies and implementation measures as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

In the Sections II, III and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding dozens of times to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the SFPUC rejecting the conclusions of the Final EIR or the mitigation measures recommended in the Final EIR for the Project.

II. IMPACTS FOUND NOT TO BE SIGNIFICANT AND THUS DO NOT REQUIRE MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, § 21002; CEQA Guidelines, §§ 15126.4, subd. (a)(3), 15091.) Based on the evidence in the whole record of this proceeding, the SFPUC finds that implementation of the Project will not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Plans and Policies

- Conflict with San Francisco plans and policies or other applicable land use plans and policies

Land Use

- Adverse impact on the existing land use character of the vicinity

Aesthetics

- Adverse effect on scenic vistas
- Degrade the existing visual character or quality of the site and its surroundings
- Result in a substantial new source of substantial light or glare

Population and Housing

- Induce substantial population growth due to an increase in employment opportunities

Transportation and Circulation

- Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways
- Result in inadequate emergency access
- Increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system during operation

Noise and Vibration

- Expose persons to or generate excessive groundborne vibration
- Expose persons to or generate noise levels in excess of standards established in the Alameda County Noise Ordinance during operation
- Result in a substantial temporary, periodic, or permanent increase in ambient noise levels in the project vicinity above levels existing without the project during operation

Air Quality

- Conflict with or obstruct implementation of the applicable air quality plan
- Expose sensitive receptors to diesel particulate matter (“DPM”) exceeding regulatory thresholds
- Create objectionable odors
- Conflict with the state goal of reducing greenhouse gas (“GHG”) emissions in California to 1990 levels by 2020

- Operation emissions that would violate or contribute to an existing violation of air quality standards for emissions of ROG, NO_x, and PM₁₀

Utilities and Service Systems

- Generate solid waste that would exceed permitted landfill capacity

Public Services

- Increase demand for public services

Biological Resources

- Result in disturbance, injury or mortality of and substantial loss of foraging habitat for San Joaquin kit fox
- Adverse impacts on American badger
Impact the movement of native resident or migratory fish or wildlife species or on established native resident or migratory wildlife corridors, or on the use of native wildlife nursery sites
- Impact California Red-Legged Frog, Foothill Yellow-Legged Frog and Western Pond Turtle due to operational discharges to Alameda Creek
- Impact resident trout/native fish due to operational discharges to Alameda Creek

Geology and Soils

- Expose construction personnel to risk of loss, injury, or death due to slope instability
- Expose the proposed facilities to substantial adverse effects due to surface fault rupture
- Expose the proposed facilities to adverse effects due to seismically induced ground shaking
- Expose the proposed facilities to adverse effects due to seismically induced ground failure, including liquefaction, landslides, and settlement
- Expose the proposed facilities to adverse effects due to slope instability
- Expose the proposed facilities to adverse effects due to location on geologic or soil units that may become unstable
- Expose the facilities to expansive or corrosive soils
- Result in a substantial change in the natural topography of the site

Hydrology and Water Quality

- Degradation of water quality due to operational discharges of treated water to surface waters
- Expose people or structures to a significant flooding hazard due to operation of the treated water reservoir
- Place spoils within the 100-year floodplain that would impede or redirect flood flows
- Deplete groundwater resources during operation

Hazards and Hazardous Materials

- Risk of loss, injury, or death as a result of fire during construction activities
- Result in substantial gassy conditions during tunnel excavation activities
- Release of hazardous materials during operation

Mineral and Energy Resources

- Result in the use of fuel, water, or energy in a wasteful manner
- Result in the substantial loss of availability of known mineral resources of importance to the region and the state

Cumulative Impacts

- Considerable contribution to a cumulative impact regarding consistency with plans and policies
- Considerable contribution to a cumulative impact on existing character of land uses in Sunol Valley
- Considerable contribution to a cumulative impact on views from Calaveras Road due to spoils placement
- Considerable contribution to a cumulative impact on aesthetic character due to new aboveground facilities
- Considerable contribution to a cumulative impact on population and housing
- Considerable contribution to a cumulative impact on historic resources
- Considerable contribution to a cumulative impact to degradation of Calaveras Road
- Considerable contribution to a cumulative impact to traffic on Interstate 680
- Considerable contribution to a cumulative impact on noise levels from construction traffic on Calaveras Road during the day
- Considerable contribution to a cumulative impact of DPM emissions
- Considerable contribution to a cumulative impact of greenhouse gas emissions
- Considerable contribution to a cumulative need for increased public services and associated effects
- Considerable contribution to a cumulative impact of increased geological hazards
- Considerable contribution to a cumulative impact on regional groundwater levels within the watershed
- Considerable contribution to a cumulative impact of increased flooding
- Considerable contribution to a cumulative impact of increased wildland fire hazard
- Considerable contribution to a cumulative impact of loss of mineral resources
- Considerable contribution to a cumulative impact of wasteful use of energy

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION AND THE DISPOSITION OF THE MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a project alternative).

The findings in this Section III and in Section IV concern mitigation measures set forth in the EIR. These findings discuss mitigation measures as proposed in the EIR and recommended for adoption by the SFPUC, which can be implemented by the SFPUC. The mitigation measures proposed for adoption in this section are the same as the mitigation measures identified in the Final EIR for the Project. The full text of the mitigation measures is contained in the Final EIR and in Attachment B, the Mitigation Monitoring and Reporting Program. The Commission finds that the impacts identified in this section would be reduced to a less-than-significant level through the mitigation measures contained in the Final EIR and set forth in Attachment B.

This Commission recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies, including the U.S. Fish and Wildlife Service, the California Department of Fish and Game, the Regional Water Quality Control Board, and the U.S. Army Corps of Engineers. The Commission urges these agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Impact AES-2: Project construction could damage scenic resources that contribute to a scenic public setting

The trees along Calaveras Road and on the hillsides west of Calaveras Road are scenic resources that contribute to a scenic public setting. Alameda Creek and associated vegetation is also a scenic resource that is intermittently visible from Calaveras Road due to intervening vegetation and topography and from elevated distant vantage points on the trails.

Construction would require removal of trees on portions of the hillside where new water treatment facilities would be installed. Removal of these trees would largely be screened by intervening topography and the trees along Calaveras Road and Alameda Creek, which would not be removed. Nevertheless, this would be a significant impact.

- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*

Impact AES-6: Project operations could permanently damage scenic resources

The proposed new facilities, including the treated water reservoir, chlorine contact tank, and retaining wall would require removal of trees west of Calaveras Road that contribute to a scenic public setting. The area around the existing treatment plant is heavily wooded and existing vegetation and tree resources along Alameda Creek would largely screen views. Nevertheless, removal of trees would be significant impact.

- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*

Impact CR-1: Project construction could result in impacts to paleontological resources

A substantial portion of the project site is situated immediately on alluvial and fluvial deposits of Pleistocene age, which are considered highly sensitive for paleontological resources. Subsurface excavation in these areas could result in disturbance or loss of paleontological resources. Additionally, if earthwork in areas of Holocene substrate is deep enough to involve underlying

Pleistocene strata, activities in such area could also result in disturbance or loss of paleontological resources. This would be a significant impact.

- *Mitigation Measure CR1-a: Conduct Preconstruction Surveys for Significant Paleontological Resources in Areas of Undetermined and High Paleontological Sensitivity*
- *Mitigation Measure CR1-b: Paleontological Resources Worker Awareness Training*
- *Mitigation Measure CR1-c: Perform Preconstruction Surface Salvage of Any Significant Paleontological Resources Discovered*
- *Mitigation Measure CR1-d: Conduct Paleontological Resources Monitoring during Construction in Areas of Undetermined and High Paleontological Sensitivity, as Required*
- *Mitigation Measure CR1-e: Stop Work if Known or Suspected Paleontological Resources Are Encountered*

Impact CR-2: Project construction could result in impacts on unknown or known pre-historic and historic-era archaeological resources

No known prehistoric or archaeological resources were identified through the investigation conducted to support the EIR. However, the soil types and geomorphological configuration of the Project area indicate that undiscovered prehistoric archaeological resources could be buried beneath the ground surface. Such resources could be discovered through subsurface construction activities. This would be a significant impact.

- *Mitigation Measure CR-2: Procedures to be Followed in the Event of an Accidental Discovery*

Impact CR-3: Project construction could potentially disturb buried human remains

Human remains have not been identified within the Project area through the records search, archaeological fieldwork, or consultation with the Native American Heritage Commission (“NAHC”). However, subsurface construction activities could inadvertently unearth and impact unknown (i.e., not yet recorded) human remains associated with unrecorded archaeological deposits. This would be a significant impact.

- *Mitigation Measure CR-3: Protection of Human Remains if Encountered during Excavation Activities*

Impact TRANS-1: Project construction could result in an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system

Project construction would generate vehicle and truck trips on a temporary basis, which would result in a temporary increase in traffic on the existing circulation system. Project construction would generate three kinds of traffic—truck trips associated with the materials and equipment delivery necessary for carrying out the proposed work, vehicle trips associated with workers employed on the site, and spoils hauling trips. Project traffic would affect existing level of service (“LOS”) at the I-680 north bound ramp and Calaveras Road; however, these roadways would continue to operate at LOS D or above and would not exceed the operational threshold of LOS E established by the Alameda County Congestion Management Agency. However, if spoils

were hauled on Calaveras Road to the spoils site north of the SVWTP during peak hours, a significant impact on traffic could occur.

- *Mitigation Measure TRANS-1: Preparation and Implementation of Traffic Control Plan*

Impact TRANS-3: Project construction could substantially increase hazards due to a design feature or incompatible uses

Project delivery and hauling trucks would be large, travel at slow speeds, and have wider turning radii than automobiles, and, when turning in and out of the SVWTP access road, would present a hazard to existing vehicle traffic. The proposed Project would also present the potential for conflict between heavy trucks and bicyclists on Calaveras Road. Because of their small size when compared to large construction-related trucks, bicyclists can be particularly difficult to notice for truck drivers. Project construction may occur during weekends, and, therefore, hazards to recreational bicyclists would be heightened during the weekends. This would be a significant impact.

- *Mitigation Measure TRANS-1: Preparation and Implementation of Traffic Control Plan*

Impact NOI-1: Project construction could temporarily expose persons to or generate noise levels in excess of standards established in the Alameda County Noise Ordinance

Construction activities would result in temporary noise increases in the Project area. There are two sensitive receptors that could be affected: a private ranch residence (the Garcia Ranch) approximately 1.3 miles northwest of the SVWTP and 1,360 feet west of Calaveras Road and the SFPUC watershed keeper's house approximately 1.3 miles northeast of the SVWTP and 225 feet east of Calaveras Road. The noise analysis found that noise from pile driving alone and/or in addition to other construction activities would exceed the Alameda County Noise Ordinance during evening and nighttime hours. This would be a significant impact.

- *Mitigation Measure NOI-1: Implementation of Noise Controls*

Impact NOI-3: Project construction could generate a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project

For this EIR, a "substantial increase in ambient noise" would occur if Project noise levels exceed either the speech interference threshold of 70 dBA or the sleep disturbance threshold of 50 dBA. The noise analysis found that, even with pile driving, construction noise would not exceed the speech interference threshold. Construction activities, even without pile driving, would exceed the sleep disturbance threshold. This would be a significant impact.

- *Mitigation Measure NOI-1: Implementation of Noise Controls*

Impact AIR-2: Construction emissions of PM₁₀, PM_{2.5}, ROG, and NO_x could violate air quality standards

Construction of the SVWTP expansion, treated water reservoir, discharge pipeline, and spoils hauling and placement would generate fugitive dust² (including PM₁₀ and PM_{2.5}) and other criteria pollutants as a result of construction activities, including excavation, grading, vehicle travel on paved and unpaved surfaces, and vehicle exhaust. Combustion emissions from construction equipment and vehicles (i.e., heavy equipment and delivery/haul trucks, and worker commute vehicles) would result in emissions of ROG and NO_x. Construction-related emissions could substantially increase localized concentrations of PM₁₀ and affect PM₁₀ compliance with ambient air quality standards on a regional basis. Criteria pollutant emissions of ROG and NO_x from these emission sources would incrementally add to regional atmospheric loading of ozone precursors during project construction. Particulate emissions from construction activities could also lead to adverse health effects and nuisance concerns (e.g., reduced visibility and soiling of exposed surfaces). This would be a significant impact.

- *Mitigation Measure AIR-2a: Implementation of Dust Control Plan*
- *Mitigation Measure AIR-2b: Implementation of BAAQMD Dust Control Measures*
- *Mitigation Measure AIR-2c: Implementation of BAAQMD Exhaust Control Measures*

Impact REC-1: Project construction could temporarily impact recreation use of Calaveras Road during project construction

During the approximately 3-year construction period, the temporary increase in traffic on Calaveras Road could affect access to the Sunol Regional Wilderness and Ohlone Regional Wilderness areas, operated by the East Bay Regional Parks District. In addition, Calaveras Road experiences considerable bicycle travel on the weekends and the East Bay Bicycle Coalition identifies Calaveras Road between I-680 and Milpitas as an on-road route recommended for bicycle travel. This would be a *significant* impact

- *Mitigation Measure TRANS-1: Preparation and Implementation of Traffic Control Plan*

Impact UTL-2: Temporary disruption to regional and local utilities

Construction activities could inadvertently conflict with regional and local utilities, including the SFPUC's existing underground water service pipelines and culverts extending under Calaveras Road into Nursery Sites 1 and 2 and the North Spoils site. The Project contractor would be required to comply with the California Occupational Safety and Health Administration Construction Safety Orders for excavation and trenching, and with the utility notification requirements under Article 2 of the California Government Code Section 4216 which would reduce the potential for temporary service disruptions. If service were disrupted, this would be a significant impact.

- *Mitigation Measure UTL-2: Avoid Conflicts with Existing Utilities and Coordinate Efforts with Affected Utilities*

² Fugitive emissions generally refer to those emissions that are released to the atmosphere by some means other than through a stack or tailpipe.

Impact BIO-1: Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of California Tiger Salamander

The Project could result in temporary adverse effects to California tiger salamander, including mortality and/or injury; disruption of migration or movement patterns; entrapment in excavated trenches if left open overnight; disturbance or disorientation due to noise, vibration, presence of human activity, and nighttime lighting; inadvertent release of hazardous materials that could degrade habitat and cause injury or mortality; and temporary loss of habitat. The Project would also result in permanent loss of upland habitat. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1c: Conduct Pre-Construction Surveys and Monitor Construction Activities for California Tiger Salamander, California Red-Legged Frog, Western Pond Turtle, and Alameda Whipsnake*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-1e: Compensate for Permanent Loss of Upland Habitat for California Tiger Salamander, California Red-Legged Frog, and Alameda Whipsnake*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*

Impact BIO-2: Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of California Red-Legged Frog

The Project could result in temporary adverse effects to California red-legged frog, including mortality and/or injury; disruption of migration or movement patterns; entrapment in excavated trenches if left open overnight; disturbance or disorientation due to noise, vibration, presence of human activity, and nighttime lighting; inadvertent release of hazardous materials that could degrade habitat and cause injury or mortality; and loss of habitat. Erosion and sedimentation of Alameda Creek could adversely affect breeding and non-breeding aquatic California red-legged frog habitat in Alameda Creek. The Project would also result in permanent loss of upland habitat. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1c: Conduct Pre-Construction Surveys and Monitor Construction Activities for California Tiger Salamander, California Red-Legged Frog, Western Pond Turtle, and Alameda Whipsnake*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-1e: Compensate for Permanent Loss of Upland Habitat for California Tiger Salamander, California Red-Legged Frog, and Alameda Whipsnake*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*
- *Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges*

Impact BIO-3: Potential Degradation of Suitable Habitat and Potential Injury or Mortality of Foothill Yellow-Legged Frog and Western Pond Turtle

The Project could result in temporary adverse effects to foothill yellow-legged frog and western pond turtle, including mortality and/or injury; disruption of migration or movement patterns; entrapment in excavated trenches if left open overnight; disturbance or disorientation due to noise, vibration, presence of human activity, and nighttime lighting; inadvertent release of hazardous materials that could degrade habitat and cause injury or mortality; and temporary loss of habitat. Erosion and sedimentation of Alameda Creek due to adjacent construction activities could adversely affect aquatic habitat in the creek. The Project would also result in permanent loss of upland habitat. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1c: Conduct Pre-Construction Surveys and Monitor Construction Activities for California Tiger Salamander, California Red-Legged Frog, Western Pond Turtle, and Alameda Whipsnake*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-1e: Compensate for Permanent Loss of Upland Habitat for California Tiger Salamander, California Red-Legged Frog, and Alameda Whipsnake*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*
- *Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges*

Impact BIO-4: Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of Alameda Whipsnake

The Project could result in temporary adverse effects to Alameda whipsnake, including mortality and/or injury; disruption of migration or movement patterns; entrapment in excavated trenches if left open overnight; disturbance or disorientation due to noise, vibration, presence of human activity, and nighttime lighting; inadvertent release of hazardous materials that could degrade habitat and cause injury or mortality; and temporary loss of habitat. The Project would also result in permanent loss of upland habitat. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1c: Conduct Pre-Construction Surveys and Monitor Construction Activities for California Tiger Salamander, California Red-Legged Frog, Western Pond Turtle, and Alameda Whipsnake*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-1e: Compensate for Permanent Loss of Upland Habitat for California Tiger Salamander, California Red-Legged Frog, and Alameda Whipsnake*

Impact BIO-5: Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of Western Burrowing Owl

The Project could result in temporary adverse effects to western burrowing owl, including mortality and/or injury; disturbance or disorientation due to noise, vibration, presence of human activity and nighttime lighting; inadvertent release of hazardous materials that could degrade habitat and cause injury or mortality; and temporary loss of habitat. The Project would also result in permanent loss of upland habitat. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-5: Conduct Preconstruction Surveys for Active Burrowing Owl Burrows and Implement CDFG Guidelines for Burrowing Owl Mitigation, if Necessary*

Impact BIO-6: Loss of Suitable Nest Trees and Potential Disturbance, Injury or Mortality of Nesting Special-Status and other Migratory Birds

The Project could have an adverse effect on special-status or other migratory birds due to the loss of suitable nest tree. During construction the Project could result in injury, adult or juvenile mortality, loss of eggs, disruption of daily activities, nest destruction or abandonment, or loss of reproductive potential. Noise, dust, vibration, presence of human activity, and lighting during nighttime construction may disturb or disorient birds. Approximately 105 trees would be removed. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-6: Remove Trees and Shrubs during the Non-breeding Season (August 16–February 14) for Birds or Conduct Nesting Bird Surveys, and Establish No-Disturbance Buffers, as Appropriate*

Impact BIO-7: Potential Disturbance, Injury or Mortality of and Loss of Potential Roosting Habitat for Pallid Bat

The Project could have an adverse effect on pallid due to loss or disturbance of active roosts in trees in or adjacent to the project site through tree removal. Approximately 105 trees that could provide roosting habitat for pallid bats would be removed. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-7: Conduct Preconstruction Surveys for Sensitive Bats and Implement Avoidance and Minimization Measures if Found*

Impact BIO-10: Potential Disturbance, Injury, or Mortality of San Francisco Dusky-Footed Woodrat

Suitable habitat for San Francisco dusky-footed woodrat is located within the riparian forest/scrub along Alameda Creek. If woodrats and/or nests are present in this area, they could be disturbed, injured, or killed by construction activities. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-10: Conduct Pre-Construction Surveys for Dusky-footed Woodrat and Implement Avoidance and Minimization Measures if Found*

Impact BIO-11: Dewatering during project construction could result in impacts on resident trout/other native fish

The Project would not involve any work within the Alameda Creek channel. However, dewatering discharges of groundwater to Alameda Creek during installation of the proposed 78-inch pipeline under the creek and other adjacent activities could affect resident trout/other native fish if the water temperature substantially exceeds ambient temperatures. This would be a significant impact.

- *Mitigation Measure BIO -1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*
- *Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges*

Impact BIO-12: Temporary or permanent impacts on sensitive riparian and oak woodland natural communities

The Project would adversely effect two sensitive habitats: willow riparian forest/scrub and mixed oak woodlands. Stormwater runoff and watering for dust control could carry sediment and pollutants from areas disturbed during project construction to the willow riparian habitat, which could have detrimental effects, including disease or mortality. The Project would result in the temporary loss of 0.1 acres of willow riparian forest/scrub and up to 4.1 acres of mixed oak woodlands. No permanent impacts are anticipated in willow riparian forest/scrub. The Project would permanently displace approximately 0.6 acre of mixed oak woodland. This would be a significant impact.

- *Mitigation Measure BIO-1a: : Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*

Impact BIO-13: Temporary and permanent impacts on wetlands or waters of the U.S. or of the state

The new treated water reservoir site would result in the permanent loss of a 0.04-acre perennial spring wetland. The project would avoid direct work within Alameda Creek as the new 78-inch pipeline would be installed 40 feet under the creek using micro-tunneling construction method and the associated launching and receiving pits and staging area would be set back at least 100 feet from the banks of the creek. Stormwater runoff and watering for dust control could carry sediment and pollutants from temporarily disturbed areas during construction to Alameda Creek. Groundwater encountered during excavation could be discharged to Alameda Creek and could

result in discharge of sediment and other pollutants to the creek. This would be a significant impact.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-13: Minimize Disturbance of Waters of the United States and Waters of the State, Including Wetlands*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*

Impact HYD-1: Project construction could degrade water quality of Alameda Creek and wetlands as a result of erosion and sedimentation or a hazardous materials release

The proposed Project would include earthmoving, construction dewatering, and handling of hazardous materials. These activities could result in the release of sediment and other pollutants that, if introduced to runoff and be transported to surface water bodies, would degrade water quality and potentially violate water quality standards. This would be a significant impact.

- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*
- *Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges*
- *Mitigation Measure HAZ-1b: Preparation of a Construction Risk Management Plan*
- *Mitigation Measure AIR-2a: : Implementation of Dust Control Plan*
- *Mitigation Measure AIR-2b: Implementation of BAAQMD Dust Control Measures*

Impact HYD-2: Project construction could deplete groundwater resources and Alameda Creek flows

To safely and efficiently complete work, standing groundwater in the excavated areas would be pumped out of the excavated area, a process referred to as dewatering. It is possible that a substantial amount of groundwater would need to be pumped out of the launching and receiving pits for the micro-tunnel under Alameda Creek, if encountered, to maintain a dry work area during excavation. If Alameda Creek is flowing during dewatering, it is possible that dewatering could cause a decline in the creek water level, which could strand fish in pools and cause stress and mortality to these individuals. This would be a significant impact.

- *Mitigation Measure HYD-2: Maintenance of Alameda Creek Flows during Construction Dewatering*

Impact HYD-3: Project construction activities could temporarily alter site drainage patterns

Excavation and temporary stockpiling of spoils could temporarily affect the existing drainage pattern of the Project site in a manner that could result in substantial erosion or siltation on- or off-site. For example, stockpiling of spoils could redirect stormwater drainage in a manner that increases scour and erosion. Shoring used during excavation as well as staging of materials and

equipment could also alter site drainage patterns in a manner that would increase scour and erosion. This would be a significant impact.

- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*

Impact HYD-7: Project operation could result in increased stormwater runoff due to new impervious surfaces

The proposed project would create approximately 4.6 acres of new impervious surfaces where new facilities would be installed. Impervious surfaces prevent natural absorption and pollutant filtration of storm runoff compared to natural vegetated pervious ground cover, which could result in greater volume and velocity of runoff and potentially increased sediment and pollutant load discharged to creeks and greater velocity where water enters the creek, which could result in increased scour and erosion of creek banks. To reduce new impervious surfaces, the Project would use pervious asphalt for the new 0.2 acre parking area at the flocculation and sedimentation basin and, as part of placement of spoils at Nursery Site 1, removing approximately 0.6 acres of existing pavement, remove existing impervious tarps, and decompact soils and restore it to natural grassland. Restoration of this 19 acre site would result in significantly more pervious ground cover, which would reduce existing stormwater runoff from being transported through this area to Alameda Creek. The increase in impervious surface would be a significant impact. Consistent with the Alameda County Clean Water Program, impacts of additional stormwater runoff on creek hydrology, morphology, and water quality would be reduced to less than significant if the post-project runoff does not exceed the pre-project rates and durations and treatment for runoff is provided.

- *Mitigation Measure HYD-7: Incorporate Alameda County Clean Water Program Design Measures to Accommodate Additional Runoff from New Impervious Surfaces*

Impact HAZ-1: Construction of the proposed project could create potential hazards through transportation, use, and disposal of hazardous materials

Construction activities would include the routine use, transport, and disposal of hazardous materials, including fuels, oils, chemicals and other materials. Heavy earthmoving equipment would use large quantities of petroleum hydrocarbon-based fuels and lubricants. Improper transportation, use, storage, and disposal of these materials could result in exposure of construction workers or the public to these hazardous materials. This would be a significant impact.

- *Mitigation Measure HAZ-1a: Soil Investigation Prior to Construction*
- *Mitigation Measure HAZ-1b: Preparation of a Construction Risk Management Plan*

Impact HAZ-2: Construction of the proposed project could create the potential for upset and accident conditions involving the release of hazardous materials in the environment

Hazardous materials would be used for the operation of heavy equipment during project construction. These hazardous materials may include fuels, oil, and other materials used in equipment maintenance. Improper equipment use or accident conditions could result in incidental releases or spills, potentially posing health risks to workers, the public and the environment. This would be a significant impact.

- *Mitigation Measure HAZ-1a: Soil Investigation Prior to Construction*
- *Mitigation Measure HAZ-1b: Preparation of a Construction Risk Management Plan*

Impact HAZ-3: Construction of the proposed project could create the potential to encounter hazardous materials in soil and groundwater

Soils and groundwater within the project site may contain hazardous materials related to past agricultural land uses and hazardous materials stored and used at the SVWTP. The Phase I report concluded that several areas on the project site may be contaminated, and recommended additional soil and groundwater sampling to determine the presence of hazardous materials. The presence of contaminated soils or groundwater at these sites, if encountered, could pose a risk to construction workers or the environment. This would be a significant impact.

- *Mitigation Measure HAZ-1a: Soil Investigation Prior to Construction*
- *Mitigation Measure HAZ-1b: Preparation of a Construction Risk Management Plan*

Impact AG-1: Operation of the proposed project could result in conversion of farmlands to non-agricultural uses

The proposed project would result in the permanent conversion of approximately 21 acres of Unique Farmland for the placement of spoils at Nursery Site 1 and Nursery Site 2. This would be a significant impact.

- *Mitigation Measure AG-1: Compensation for loss of Unique Farmland*

Cumulative Impact on Aesthetics

The Project would contribute considerably to a cumulative impact to the scenic character of the Sunol Valley due to removal of vegetation.

- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*

Cumulative Impact on Cultural Resources

The Project would contribute to a cumulative impact to previously undiscovered archeological and paleontological resources, as well as human remains.

- *Mitigation Measure CR-2: Procedures to be Followed in the Event of an Accidental Discovery*
- *Mitigation Measure CR-3: Protection of Human Remains if Encountered during Excavation Activities*
- *Mitigation Measure CR1-a: Conduct Preconstruction Surveys for Significant Paleontological Resources in Areas of Undetermined and High Paleontological Sensitivity*
- *Mitigation Measure CR1-b: Paleontological Resources Worker Awareness Training*
- *Mitigation Measure CR1-c: Perform Preconstruction Surface Salvage of Any Significant Paleontological Resources Discovered*
- *Mitigation Measure CR1-d: Conduct Paleontological Resources Monitoring during Construction in Areas of Undetermined and High Paleontological Sensitivity, as Required*

- *Mitigation Measure CR1-e: Stop Work if Known or Suspected Paleontological Resources Are Encountered*

Cumulative Impact on Transportation and Circulation

Due to the potential for overlapping projects in the Sunol valley region as well as for construction associated within Calaveras Road as an access route to all project sites, the project would contribute considerably to a significant traffic impact.

- *Mitigation Measure CUM-1: Combined Sunol Valley Traffic Control Plan*
- *Mitigation Measure TRANS-1: Preparation and Implementation of Traffic-Control Plan*

Cumulative Impact to Noise and Vibration

The Project could contribute considerably to a cumulative impact to noise resulting from night-time traffic on Calaveras Road if more than 14 trucks per hour use Calaveras Road at night. Additionally, overlapping construction schedules of the Project and the Alameda Siphon No. 4 Project, New Irvington Tunnel, and the San Antonio Backup Pipeline Project could result in cumulative noise and vibration impacts at night, to which the Project would contribute considerably.

- *Mitigation Measure NOI-1: Implementation of Noise Controls*

Cumulative Impacts to Air Quality and Climate

The Project would contribute considerably to potentially significant cumulative construction air quality emission impacts, including impacts related to PM₁₀, PM_{2.5} and ozone precursors.

- *Mitigation Measure AIR-2a: Implementation of Dust Control Plan*
- *Mitigation Measure AIR-2b: Implementation of BAAQMD Dust Control Measures*
- *Mitigation Measure AIR-2c: Implementation of BAAQMD Exhaust Control Measures*

Cumulative Impact to Recreation

The Project would contribute considerably to potentially significant cumulative construction impact on access to recreational facilities and bicyclists due to increase in traffic on Calaveras Road.

- *Mitigation Measure TRANS-1: Preparation and Implementation of Traffic Control Plan*

Cumulative Impact to Utilities and Service Systems

The Project would contribute considerably to potentially significant impact on utilities and service systems.

- *Mitigation Measure UTL-2: Avoid Conflicts with Existing Utilities and Coordinate Efforts with Affected Utilities*

Cumulative Impact on Biological Resources

Within the Sunol Valley, the Project could contribute considerably to significant cumulative impacts to: grassland (including upland habitat for California tiger salamander, California red-

legged frog, burrowing owl, and Alameda whipsnake); riparian vegetation and the Alameda Creek channel (including habitat for resident rainbow trout, foothill yellow-legged frog, western pond turtle, and California red-legged frog); and individual trees that could provide nesting for special-status bird and bat species. Construction discharges could affect water quality in Alameda Creek and its habitat for common and special-status species. Additionally, if barriers to steelhead migration were removed, it is possible that steelhead could eventually be present in the project work area within the Sunol Valley; the Project could contribute to a cumulative impact to steelhead, if present.

- *Mitigation Measure BIO-1a: Conduct Mandatory Biological Resources Awareness Training for All Project Personnel*
- *Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities*
- *Mitigation Measure BIO-1c: Conduct Pre-Construction Surveys and Monitor Construction Activities for California Tiger Salamander, California Red-Legged Frog, Western Pond Turtle, and Alameda Whipsnake*
- *Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan*
- *Mitigation Measure BIO-1e: Compensate for Permanent Loss of Upland Habitat for California Tiger Salamander, California Red-Legged Frog, and Alameda Whipsnake*
- *Mitigation Measure BIO-5: Conduct Preconstruction Surveys for Active Burrowing Owl Burrows and Implement CDFG Guidelines for Burrowing Owl Mitigation, if Necessary*
- *Mitigation Measure BIO-6: Remove Trees and Shrubs during the Non-breeding Season (August 16–February 14) for Birds or Conduct Nesting Bird Surveys, and Establish No-Disturbance Buffers, as Appropriate*
- *Mitigation Measure BIO-7: Conduct Preconstruction Surveys for Sensitive Bats and Implement Avoidance and Minimization Measures if Found*
- *Mitigation Measure BIO-10: Conduct Pre-Construction Surveys for Dusky-footed Woodrat and Implement Avoidance and Minimization Measures if Found*
- *Mitigation Measure BIO-13: Minimize Disturbance of Waters of the United States and Waters of the State, Including Wetlands*
- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*
- *Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges*
- *Mitigation Measure HYD-7: Incorporate Alameda County Clean Water Program Design Measures to Accommodate Additional Runoff from New Impervious Surfaces*

Cumulative Impact to Hydrology and Water Quality

The Project would contribute considerably to a cumulative impact to surface water quality due to, among other things, discharges of stormwater, dewatering effluent, and tunnel drainage. The Project would also contribute considerably to a cumulative impact to temporary reduction in water level flow in Alameda Creek and hydrology due to alteration of topography and an increase in impervious areas at the project site and the vicinity, resulting in downstream erosion impacts in local creeks.

- *Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices*
- *Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges*

- *Mitigation Measure HYD-2: Maintenance of Alameda Creek Flows during Construction Dewatering*
- *Mitigation Measure HYD-7: Incorporate Alameda County Clean Water Program Design Measures to Accommodate Additional Runoff from New Impervious Surfaces*

Cumulative Impact to Hazards and Hazardous Materials

The Project would contribute considerably to a cumulative impact related to exposure of workers to hazardous materials if they work on multiple projects in the Sunol Valley.

- *Mitigation Measure HAZ-1a: Soil Investigation Prior to Construction*
- *Mitigation Measure HAZ-1b: Preparation of a Construction Risk Management Plan*

Cumulative Impacts to Agricultural Resources

The Project would contribute considerably to a cumulative impact to agricultural resources associated with the conversion of areas mapped as Unique Farmland.

- *Mitigation Measure AG-1: Compensation for loss of Unique Farmland*

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

The Project does not have any Project-specific significant and unavoidable impacts. Because the Project is a component of the WSIP, it will contribute to the significant and unavoidable impacts caused by the WSIP water supply decision. These impacts were discussed in this Commission's Resolution No. 08-0200, and mitigation measures that were proposed in the Program EIR were adopted by this Commission for these impacts; however, the mitigation measures could not reduce the impacts to a less than significant level, and the impacts were determined to be significant and unavoidable. This Commission has already adopted the mitigation measures proposed in the Program EIR to reduce these impacts when it approved the WSIP in its Resolution No. 08-0200. This Commission also adopted a Mitigation Monitoring and Reporting Program as part of that approval. The findings regarding the following impacts and mitigation measures set forth in Resolution No. 08-0200 are incorporated into these findings by this reference, as though fully set forth herein. The significant and unavoidable impacts were listed in Resolution No. 08-0200 as follows:

Potentially Significant and Unavoidable WSIP Water Supply Impacts

- **Fisheries (Upper and Lower Crystal Springs Reservoir):** Effects in the Peninsula watershed on fishery resources in Crystal Springs Reservoir in San Mateo County; and
- **Growth:** Indirect growth-inducement impacts in the SFPUC service area.

Significant and Unavoidable WSIP Water Supply Impacts

- **Streamflow (Alameda Creek below Alameda Creek Diversion Dam):** Effects on stream flow in Alameda Creek between the diversion dam and the confluence with Calaveras Creek.

V. EVALUATION OF PROJECT ALTERNATIVES

This Section describes the Project as well as alternatives and the reasons for approving the Project and for rejecting the alternatives. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a “No Project” alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

A. Reasons for Approval of the Project

The overall goals of the WSIP for the regional water system are to:

- Maintain high-quality water and a gravity-driven system
- Reduce vulnerability to earthquakes
- Increase delivery reliability
- Meet customer water supply needs through 2018
- Enhance sustainability
- Achieve a cost-effective, fully operational system

The Project contributes to achievement of these goals. In addition, the Project was designed to ensure adequate service over time and to resist damage from earthquakes. Specifically, the objectives of the Project are to:

- Comply with the CDPH Compliance Order to provide treated water storage to serve as a buffer for potential treatment failures at the SVWTP;
- Add redundant facilities at the SVWTP to improve treatment reliability by increasing the plant’s “sustainable capacity” to 160 mgd, defined as the ability to treat 160 mgd for at least 60 days with the largest piece of equipment or process component (e.g., flocculation and sedimentation basin) out of service for maintenance (overall hydraulic peak capacity at the plant would remain 160 mgd);
- Provide ability to reliably augment water supply with as much as 160 mgd of water from the Alameda Creek watershed during unplanned outages of the Hetch Hetchy supply; and
- Provide ability to sustainably treat as much as 160 mgd of Hetch Hetchy water at the SVWTP during an unplanned Hetch Hetchy water quality event.

B. Alternatives Rejected and Reasons for Rejection

Although the Project would have no project-specific significant and unavoidable impacts, it would contribute to significant and unavoidable impacts identified in the WSIP PEIR. The Commission rejects the Alternatives set forth in the Final EIR and listed below because the Commission finds that there is substantial evidence, including evidence of economic, legal, social, technological, and other considerations described in this Section in addition to those described in Section VI below under CEQA Guidelines 15091(a)(3), that make infeasible such Alternatives. In making these determinations, the Commission is aware that CEQA defines

“feasibility” to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors.” The Commission is also aware that under CEQA case law the concept of “feasibility” encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project. and (ii) the question of whether an alternative is “desirable” from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

Alternative 1: No Project

Under the No Project Alternative, the existing SVWTP would continue to operate as under current conditions. This alternative would avoid all of the impacts associated with the proposed Project. However, under this alternative, the SVWTP would not meet the requirements of the CDPH to provide treated water storage to serve as a balancing reservoir that the SFPUC is obligated to fulfill. Hence the SVWTP would continue to operate out of compliance with the CDPH Compliance Order.

Further, under this alternative, the existing sustainable capacity would remain at 120 mgd, which is below the SFPUC’s objective to sustainably augment water supply with up to 160 mgd of water from the Alameda Watershed during unplanned Hetch Hetchy outage or water quality event. The SVWTP would continue to operate with limited storage capacity and operational redundancy such that, following a major seismic event or unplanned Hetch Hetchy water quality event requiring a higher volume of water treatment at the SVWTP, the SVWTP could be constrained in its ability to contain on-site or treat the water to regulatory standards prior to its transport into the regional water system. In such situations, failure to take action could lead to future environmental impacts to aesthetics, traffic, noise and vibration, air quality, hydrology and water quality, and hazards and hazardous materials associated with the need to construct emergency storage and supply systems and/or transportation of emergency water. Such emergency facility repairs or facility installation could potentially result in greater impacts to environmental resources as compared to the proposed Project because there may not be adequate time to perform studies and locate activities away from sensitive environmental resources.

Because of the need to comply with the CDPH requirements, the likelihood of a severe seismic event in the near future, and the potential for an unplanned Hetch Hetchy water quality event that could require increased water treatment at the SVWTP, the Commission rejects this alternative. The U.S. Geological Survey has estimated a 62 percent probability of at least one magnitude 6.7 or greater earthquake between 2003 and 2032. This alternative would leave SFPUC water customers vulnerable to the impacts of an interruption of water supply if sufficient water meeting regulatory requirements can not be served.

Alternative 2: Regulatory Compliance Alternative

This alternative would include construction of the essential facilities to comply with the CDPH Compliance Order, which include the:

- New treated water reservoir;
- Chlorine contact tank;

- 78-inch discharge pipe under Alameda Creek;
- New chemical storage and feed facilities; and
- Miscellaneous piping, valves, mechanical and electrical work.

The facilities that would not be built under this alternative are the flocculation/sedimentation basin and associated modifications to the flow distribution chamber, pipeline to the new flocculation basin, and pipeline to the settled water conduit, wash water recovery basin, upgraded filters, and new air blower associated with backwashing the filters.

Hence, to meet the requirements of the CDPH the same major facilities proposed under the proposed Project would still be constructed under this alternative.

The installation of the components under this alternative would contribute in general to the Project goals of improving operational flexibility and reliable delivery of water meeting regulatory standards by increasing on-site storage capacity. Namely, in the event of a treatment upset, water could be contained in the new chlorine contact tank and treated water reservoir, thereby preventing untreated water from entering the transmission system. The treated water reservoir would also serve as a balancing reservoir that would facilitate plant operation and thereby support reliable water treatment and supply. However, this alternative would not fully meet the SFPUC's objective of increasing the sustainable capacity of the plant from 120 mgd to 160 mgd because it eliminates construction of the fifth flocculation and sedimentation basin. Each flocculation and sedimentation basin in conjunction with the filter galleries (also referred to as a treatment train) can treat 40 mgd of water. Therefore, in order to treat 160 mgd due to an unplanned seismic or water quality event, all four existing basins would need to be fully operational. At a large facility such as the SVWTP, preventative maintenance is an ongoing activity that typically requires major equipment, such as the flocculation and sedimentation basin, to be out of service for extended periods. Therefore, if an unplanned seismic or water quality event occurred when one of the treatment plants is out of service, the plant would not be able to adequately treat to the full 160 mgd that may be required. Hence this alternative would only partially meet the SFPUC's objective to sustainably augment water supply with up to 160 mgd of water from the Alameda Watershed during unplanned Hetch Hetchy outage or water quality event..

Because the facilities contributing the most to significant impacts due to their size (i.e., treated water reservoir and chlorine contact tank) and location (i.e., 78-inch pipeline under Alameda Creek) would still be constructed, significant impacts of this alternative would be similar to the proposed Project for many resource areas. Significant impacts would be only slightly reduced for the following resource areas because of a slight decrease in the extent of excavation and associated equipment and materials: traffic, noise and vibration, air quality, hydrology and water quality, hazards and hazardous materials, and minerals and energy.

Although this alternative would meet the SFPUC's objective of complying with the CDPH requirements, the Commission rejects this alternative because it would not substantially lessen significant impacts of the proposed Project and would not meet the SFPUC's to sustainably augment water supply with up to 160 mgd of water from the Alameda Watershed during

unplanned Hetch Hetchy outage or water quality event.. Further this alternative would not substantially decrease costs while it eliminates the significant value of important facility and system redundancy to sustainably treat up to 160 mgd with only very minimal additional impacts as compared to not constructing the facilities.

Alternative 3: Above Ground Treated Water Reservoir Alternative

This alternative would construct the new treated water reservoir approximately 1 mile north of the existing SVWTP. Additional facilities to the proposed Project that would be constructed under this alternative include: a pipeline to move water from the existing SVWTP discharge pipeline to the new treated water reservoir; a new pumping plant to move the water through this pipeline because of the existing effluent pipeline would be lower than the new site (i.e., it could not flow to the reservoir via gravity); a new overhead power line to supply electricity to the pumping plant; and a new paved permanent access road and bridge from Calaveras Road that would require abutments and at least one intermediate piling in the Alameda Creek channel. Pumping the water from the treated water reservoir would require approximately 6 million kilowatt hours of energy per year. The chlorine contact tank, flocculation and sedimentation basin, and other project components would still be constructed at the existing SVWTP as under the proposed Project.

This alternative was analyzed because it would substantially reduce the amount of excavation and spoils disposal which, under the proposed Project, contribute to significant environmental effects. This alternative would generate approximately 175,000 cubic yards of spoils, less than half of the proposed Project. Spoils would be hauled either via Calaveras Road or via a temporary haul route that would be constructed parallel to Calaveras Road that would require a temporary free span bridge of approximately 120 feet would across Alameda Creek. However, while this alternative would reduce significant impacts associated with agriculture, all other impacts would be similar to or greater than those of the proposed Project primarily because it is a new above ground facility in an otherwise relatively undeveloped area instead of being adjacent to the existing SVWTP in a previously disturbed area. Most notably, this alternative would increase impacts to traffic on Calaveras Road, aesthetics due to the greater visibility of the above ground treated water reservoir and pumping plant from Calaveras Road; biological resources due to increase in the area of disturbance in an otherwise undeveloped area and activities affecting Alameda Creek; hydrology due to siting facilities in the middle of the floodplain between two creek channels; operational noise in close proximity to a private residence; and energy usage and greenhouse gas emissions associated with the requisite pumping plant.

Although this alternative would meet all of the SFPUC's project objectives, the Commission rejects this alternative because it would not substantially lessen most of the significant impacts of the Project and in fact would have greater environmental impacts for most resource areas. Moreover, this alternative would require higher construction cost and require installation of a new pump station, which would substantially increase energy use during operation thereby resulting in increased greenhouse gas emissions. Moreover, this alternative would result in more complicated, and thus more expensive, maintenance and system operation scenarios because it essentially involves operating a whole new facility and is not gravity operated.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Although the Project would have no project-specific significant and unavoidable impacts, it would contribute to significant and unavoidable impacts identified in the WSIP PEIR. Pursuant to CEQA section 21081 and CEQA Guideline 15093, the Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section, and in the documents found in the Record of Proceedings, as defined in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Commission specially finds that there are significant benefits of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the Final EIR for the proposed Project are adopted as part of this approval action. Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social and other considerations.

The Project will have the following benefits:

- Comply with the CDPH Compliance Order to provide treated water storage to serve as a buffer for potential treatment failures at the SVWTP;
- Add redundant facilities at the SVWTP to improve treatment reliability by increasing the plant's "sustainable capacity" to 160 mgd, defined as the ability to treat 160 mgd for at least 60 days with the largest piece of equipment or process component (e.g., flocculation and sedimentation basin) out of service for maintenance (overall hydraulic peak capacity at the plant would remain 160 mgd);
- Provide ability to reliably augment water supply with as much as 160 mgd of water from the Alameda Creek watershed during unplanned outages of the Hetch Hetchy supply; and
- Provide ability to sustainably treat as much as 160 mgd of Hetch Hetchy water at the SVWTP during an unplanned Hetch Hetchy water quality event.

In addition, the Project implements the WSIP's goals and objectives, and the Statement of Overriding Considerations from SFPUC Resolution 08-0200 is adopted and incorporated in these findings as though fully set forth. In particular, this Project helps to implement the following benefits of the WSIP:

1. Implementation of facility improvement projects will reduce vulnerability to earthquakes. Improvements are designed to meet current seismic standards. The regional water system

is a critical and vulnerable link in the City's and wholesale customer's ability to survive after a major earthquake and to maintain access to critically needed water supplies. The SFPUC will be able to meet the fundamental and most pressing needs of the water system – to improve the seismic safety and reliability of the water system as a means of saving human life and property under a catastrophic earthquake scenario or even a disaster scenario not rising to the level of catastrophic. Effecting the necessary repairs and improvements to assure the water system's continued reliability, and developing it as part of a larger, integrated water security strategy, is critical to the Bay Area's economic security, competitiveness and quality of life.

2. The SFPUC will be able to deliver basic service to the three regions in the service area (East/South Bay, Peninsula, and San Francisco) within 24 hours after a major earthquake.
3. The Water system will maintain a high quality water system.
4. Improvements are designed to meet current and foreseeable future federal and state water quality requirements.
5. The WSIP will increase delivery reliability and improve the ability to maintain the water system, providing operational flexibility to allow planned maintenance shutdown of individual facilities without interrupting customer service, operational flexibility to minimize the risk of service interruption due to unplanned facility upsets or outages, and operational flexibility and system capacity to replenish local reservoirs as needed. In order to implement a feasible asset management program in the future that will provide continuous maintenance and repairs to facilities, the regional water system requires redundancy (i.e., backup) of some critical facilities necessary to meeting day-to-day customer water supply needs. Without adequate redundancy of critical facilities, the SFPUC has limited operational flexibility in the event of an emergency or a system failure, as well as constraints on conducting adequate system inspection and maintenance.
6. The WSIP will achieve a cost-effective, fully operational system, ensuring cost-effective use of funds, maintaining a gravity-driven system.

Having considered these benefits, including the benefits discussed in Section I above, the Commission finds that the benefits of the Project and the WSIP outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

ATTACHMENT B

PROJECT NAME AND CASE NO. Sunol Valley Water Treatment Plant Expansion, Case No. 2006.0137E

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing & Approval Party		
AESTHETICS						
AES-2	Project construction could damage scenic resources that contribute to a scenic public setting	Implement Mitigation Measure BIO-1d	-	-	-	-
AES-6	Project operations could permanently damage scenic resources	Implement Mitigation Measure BIO-1d	-	-	-	-
CULTURAL RESOURCES						
CR-1	Project construction could result in impacts to paleontological resources	Mitigation Measure CR-1a: Conduct Preconstruction Surveys for Significant Paleontological Resources in Areas of Undetermined and High Paleontological Sensitivity Before construction begins, the SFPUC shall retain a California Registered Professional Geologist with appropriate expertise or a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology’s Conformable Impact Mitigation Guidelines Committee (1995) to conduct a more detailed evaluation of potential paleontological resources in those areas of the project identified as undetermined or highly sensitive for paleontological resources, namely areas of Holocene, Pleistocene, which occur where the treated water reservoir, flocculation and sedimentation basin, wash water recovery basin, and chlorine contact tank facilities would be constructed. The following shall be adhered to: <ul style="list-style-type: none">The evaluation shall include a thorough literature-based and field-reconnaissance survey of the highly sensitive and undetermined areas where surficial excavation activities are planned. The field survey shall be limited to identifying potentially significant features at the surface.The evaluation shall be documented in a report to be submitted for review and approval by the SFPUC prior to the start of construction.If the evaluation and survey result in the discovery of a paleontological resource exposed at the surface, or confirm the potential for impacts on significant paleontological resources, Mitigation Measures CR-1c and CR-1d shall also be implemented. Mitigation Measure CR-1a shall be implemented as a safeguard regardless of the identified likelihood of potential impacts.	1. CM Team (Paleontologist or a California registered professional geologist)	1. SFPUC BEM	1. Obtain and review resume or other documentation of consulting paleontologist’s qualifications. Conduct preconstruction paleontological surveys and document. Include documentation of qualifications of paleontologist (e.g., resume).	1. Preconstruction
		Mitigation Measure CR-1b: Paleontological Resources Worker Awareness Training Before construction begins, the SFPUC shall ensure that all construction personnel receive paleontological resources awareness training that includes information on the possibility of encountering fossils during construction; the types of fossils likely to be seen, based on finds in the site vicinity; and proper procedures in the event fossils are encountered. Worker training shall be prepared by a qualified paleontologist as defined by the Society of Vertebrate Paleontology (Society of Vertebrate Paleontology Conformable Impact Mitigation Guidelines Committee, 1995) or other appropriate personnel (e.g., California Registered Professional Geologist with appropriate expertise) experienced in teaching non-specialists.	1. CM Team (Paleontologist)	1. SFPUC BEM	1. Ensure that training program is developed and that all personnel attend prior to beginning work and sign training sign-in sheet. Maintain file of sign-in sheets.	1. Preconstruction

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing & Approval Party		
		Mitigation Measure CR-1c: Perform Preconstruction Surface Salvage of Any Significant Paleontological Resources Discovered If a significant paleontological resource is discovered at the ground’s surface as a result of pre-construction surveys conducted per Mitigation Measure CR-1a and cannot be avoided through exclusion of the area from project disturbance (e.g., through the installation of exclusion fencing), the SFPUC shall retain a California-Registered Professional Geologist with appropriate expertise or a qualified professional paleontologist as defined by the Society of Vertebrate Paleontology’s Conformable Impact Mitigation Guidelines Committee (1995) to salvage and treat the resource prior to construction in the immediate vicinity of the find. Salvage of the resource would include recovering the item and properly documenting, preparing, and curating the find. Treatment of the resource may include preparation and recovery of fossil materials for housing in an appropriate museum or university collection, and may also include preparation of a report for publication describing the find. No construction activities at the location of the find shall be allowed until the salvage operation is completed and authorization is provided by the SFPUC.	1. CM Team (Paleontologist)	1. SFPUC BEM	1. Conduct paleontological salvage activities. Prepare written report of salvage activities. Include documentation of qualifications of paleontologist (e.g., resume).	1. Pre-construction, if necessary
		Mitigation Measure CR-1d: Conduct Paleontological Resources Monitoring during Construction in Areas of Undetermined and High Paleontological Sensitivity, as Required If determined necessary after implementation of Mitigation Measure CR-1a, the SFPUC shall retain a qualified paleontologist as defined by the Society of Vertebrate Paleontology’s Conformable Impact Mitigation Guidelines Committee (1995) to conduct on-site monitoring for unanticipated discovery of potentially significant paleontological resources during initial ground-disturbing activities (e.g., grading and excavation) in the areas with geological units identified as highly sensitive for paleontological resources and as field-verified by the qualified paleontologist. After initial ground disturbance activities in the paleontologically sensitive areas, monitoring shall cease but a paleontologist shall be retained on-call by the SFPUC throughout the project in the event of an unanticipated find during subsequent construction activities. The monitor will have authority to divert grading or excavation away from exposed surfaces temporarily in order to examine disturbed areas more closely, and/or recover fossils.	1. SFPUC EMB 2. CM Team 3. CM Team (Paleontologist)	1. SFPUC BEM 2. SFPUC BEM 3. SFPUC BEM	1. Ensure that measures applying to paleontological discovery are incorporated in contract documents. 2. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance, and ensure corrective action. 3. File documentation of paleontologist’s qualifications (e.g., resume). Document paleontological monitoring activities in logs. In the event of a discovery, confirm suspension of work, examine fossil, and report as required.	1. Design 2. Construction 3. Construction
		Mitigation Measure CR-1e: Stop Work if Known or Suspected Paleontological Resources Are Encountered If fossil materials are discovered during any project-related activity, all ground-disturbing work within 50 feet of the find shall stop immediately until the paleontological monitor can assess the nature and importance of the find and recommend appropriate treatment. Recommendations for treatment shall be consistent with SVP guidelines (Society of Vertebrate Paleontology Conformable Impact Mitigation Guidelines Committee, 1995) and may include preparation and recovery of fossil materials so they can be housed in an appropriate museum or university collection.	1. CM Team	1. SFPUC BEM	1. If required, prepare a Recovery Plan to mitigate effects of the project. Proceed with recommendations of paleontologist.	1. Construction
CR-2	Project construction could result in impacts on unknown or known pre-historic and historic-era archaeological resources	Mitigation Measure CR-2: Procedures to be Followed in the Event of an Accidental Discovery (Including Implementation of an Archaeological Monitoring and Testing Program) To avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in CEQA Guidelines Section 15064.5(a)(c), the SFPUC shall distribute the San Francisco Planning Department archaeological resource “ALERT” sheet to the project’s prime contractor; to any project subcontractor (including firms providing services such as demolition, excavation, grading, foundation, or pile driving), or utilities firm involved in soils disturbing activities within the project site.	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that measures related to archaeological discoveries are included in contract documents.	1. Design

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		<p>The “ALERT” sheet shall provide workers notice that archaeological remains may be encountered during excavation and instructions on what to do if evidence of an archaeological site is encountered. Prior to any soils disturbing activities being undertaken, each contractor shall be responsible for ensuring that the “ALERT” sheet is circulated to all field personnel, including machine operators, field crew, pile drivers, and supervisory personnel. The SFPUC shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor[s], and utilities firm) to the ERO confirming that all field personnel have received copies of the ALERT Sheet.</p> <p>Should any indication of an archaeological resource be encountered during any soils disturbing activity of the project, the contractor and/or the SFPUC shall immediately notify the ERO and shall immediately suspend any soils disturbing activities within 150 feet of the discovery until the ERO has determined what additional measures should be undertaken.</p> <p>If the ERO determines that an archaeological resource may be present within the project site, the SFPUC shall retain the services of a qualified archaeological consultant. The archaeological consultant shall advise the ERO as to whether the discovery is an archaeological resource, retains sufficient integrity, and is of potential scientific/historical/cultural significance. If an archaeological resource is present, the archaeological consultant shall identify and evaluate the archaeological resource. The archaeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the SFPUC.</p> <p>Measures might include: preservation in situ of the archaeological resource; an archaeological monitoring program; and/or an archaeological testing program. If an archaeological monitoring program or archaeological testing program is required, it shall be consistent with the San Francisco Planning Department’s Major Environmental Analysis Division (MEA) guidelines for such programs. The ERO may also require that the SFPUC immediately implement a site security program if the archaeological resource is at risk from vandalism, looting, or other damaging actions.</p> <p>The project archaeological consultant shall submit an accidental discovery Archaeological Data Recovery Report (ADRR) to the ERO which, in addition to the usual contents of the ADRR, includes an evaluation of the historical significance of any discovered archaeological resource, as well as describing the archaeological and historical research methods employed in the archaeological monitoring/data recovery program(s) undertaken, and presenting, analyzing, and interpreting the recovered data. Information that may put at risk any archaeological resource shall be provided in a separate removable insert within the final report.</p> <p>Copies of the Draft ADRR shall be sent to the ERO for review and approval. Once approved by the ERO, copies of the ADRR shall be distributed as follows:</p> <ul style="list-style-type: none">California Archaeological Site Survey: NWIC [Northwest Information Center] shall receive one copy, and the ERO shall receive a copy of the transmittal of the FARR to the NWIC.The San Francisco Planning Department MEA shall receive three copies of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. <p>The SFPUC shall receive copies of all documents prepared in conformance with this mitigation measure. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution from that presented above.</p>	2. CM Team	2. SFPUC BEM	2. Ensure that all personnel attend environmental training prior to beginning work, receive “ALERT” sheet, and sign the training sign-in sheet. Maintain file of sign-in sheets. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance and ensure corrective action.	2. Preconstruction and Construction
			3. CM Team (Archeologist)	3. SFPUC BEM	3. Ensure that all potential discoveries are reported as required and that the contractor suspends work in the vicinity. Mobilize an archaeologist to the area if the ERO determines that an archaeological resource may be present.	3. Construction
			4. CM Team (Archaeologist)	4. SFPUC BEM and ERO	4. Evaluate the potential discovery and advise ERO as to the significance of the discovery. Proceed with recommendations, evaluations, and implementation of additional measures in consultation with ERO. Prepare and submit Final Archaeological Resources Report.	4. Construction

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CR-3	Project construction could potentially disturb buried human remains	<p>Mitigation Measure CR-3: Protection of Human Remains if Encountered during Excavation Activities</p> <p>If human remains are encountered during construction, the location shall be protected, and there shall be no further excavation or disturbance of the location and any nearby area that may contain human remains. SFPUC shall retain a qualified archaeologist immediately to assess the situation.</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity shall comply with applicable State laws. This shall include immediate notification of the County Coroner and, in the event of the Coroner's determination that the human remains are Native American, notification of the California State Native American Heritage Commission (NAHC), who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archaeological consultant, SFPUC, and MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. California Public Resources Code allows 48 hours to reach agreement on these matters. If the MLD and the other parties do not agree on the reburial method, the project will follow Section 5097.98(b) of the California Public Resources Code, which states that "the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.</p>	1. CM Team 2. CM Team 3. CM Team (Archeologist)	1. SFPUC BEM 2. SFPUC BEM 3. SFPUC BEM	1. Ensure that contract documents include measures related to discovery of human remains. 2. If human remains are encountered, temporarily redirect activities, notify County Coroner and qualified archaeologist and notify ERO. Confirm suspension of work and later startup of work in accordance with mitigation measure. 3. Evaluation remains along with County Coroner. If remains are Native American, contact NAHC and MLD and determine treatment and disposition of remains in consultation with NAHC and MLD.	1. Design 2. Construction 3. Construction
TRANSPORTATION AND CIRCULATION						
TRANS-1	Project construction could result in an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system	<p>Mitigation Measure TRANS-1: Preparation and Implementation of Traffic Control Plan</p> <p>The SFPUC shall ensure that the construction contractor prepares and successfully implements a project-specific traffic control plan. The traffic control plan shall contain the appropriate level of detail necessary to minimize traffic impacts and hazards on Calaveras Road, including adequate consideration for both motorized vehicle traffic and bicycle traffic. This traffic control plan shall be approved by the Alameda County Public Works Agency prior to construction. At a minimum, the plan shall include the following:</p> <ul style="list-style-type: none">• Advance warning signs shall be installed on Calaveras Road to the south and north of the project access points (namely to the SVWTP area and to the spoils disposal areas) advising motorists of the construction zone ahead to minimize hazards associated with activities immediately adjacent to Calaveras Road and the entry and egress of project-related vehicles.• Either flaggers, illuminated signs, a temporary stoplight, a flashing yellow light, or a combination of these methods shall be utilized to slow approaching traffic at project access points throughout the construction period.• Pedestrian and bicycle access and circulation shall be maintained during project construction, where safe to do so.• All equipment and materials shall be stored in designated contractor staging areas on or adjacent to the work area, in such a manner as to minimize obstruction of traffic.	1. SFPUC EMB 2. CM Team 3. CM Team	1. SFPUC BEM 2. SFPUC BEM 3. SFPUC BEM	1. Ensure that requirement to prepare a Traffic Control Plan and applicable measures are included in contract documents. 2. Ensure contractor submits a Traffic Control Plan and verify it complies with the requirements, including preparation by a qualified civil engineer (i.e., obtain resume). Submit to agencies for review and ensure recommendations are incorporated as appropriate. 3. Monitor to ensure that the contractor implements measures in the Traffic Control Plan and contract documents, report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction 3. Construction

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		<ul style="list-style-type: none"> Locations shall be identified for parking by construction workers, either within the work areas or, if necessary, at a nearby location with transport provided between the parking location and the work area. To the extent applicable, the traffic control plan shall conform to the Caltran's Manual of Traffic Controls for Construction and Maintenance Work Zones. To the extent applicable, the traffic control plan shall confirm to the California Manual on Uniform Traffic Control Devices. <p>Spoils hauling shall be limited to non-peak hours (a.m. peak hour is between 7 a.m. and 9 a.m. [weekdays] and p.m. peak hour is between 4 p.m. and 6 p.m. [weekdays]). Spoils hauling trips to any of the identified disposal sites shall be limited to only occur on Calaveras Road and shall not entail use of I-680, the I-680 ramps at Calaveras Road, or any other roads in the vicinity of the site.</p>				
TRANS-3	Project construction could substantially increase hazards due to a design	Implement Mitigation Measure TRANS-1	-	-	-	-
NOISE AND VIBRATION						
NOI-1	Project construction could temporarily expose persons to or generate noise levels in excess of standards established in the Alameda County Noise Ordinance	<p>Mitigation Measure NOI-1: Implementation of Noise Controls</p> <p>To mitigate for potential noise-related impacts, the project shall implement the following noise control measures:</p> <ul style="list-style-type: none"> Pile driving activities shall be prohibited during the evening and nighttime hours (7 p.m. to 7 a.m. Monday through Friday and 5 p.m. to 8 a.m. Saturday and Sunday). If noise from any construction activities exceeds 50 dBA at the nearest residences, then the following noise reduction measures shall be implemented to limit noise levels to 50 dBA: <ul style="list-style-type: none"> Reduce the number of pieces of construction equipment that operate simultaneously. Provide temporary barriers around noise-generating equipment. Total project-related haul and delivery truck volumes on any particular haul truck route shall be limited to 80 trucks per hour to minimize noise. Haul and delivery trucks shall be prohibited from operating within 200 feet of any residential uses during the nighttime hours (10 p.m. to 7 a.m.). If sensitive receptors are beyond 200 feet from the haul route, then limited truck operations shall be allowed during the more sensitive nighttime hours, however, noise generated by these operations cannot exceed the 50-dBA sleep interference criterion at the closest receptors. If trucks must operate during these hours and residential uses are located within 200 feet of the haul route, then deliveries shall be made to staging areas outside residential areas, and transferred to the construction site during daytime hours (7 a.m. to 7 p.m.). If nighttime construction is anticipated, then the SFPUC shall send out a notice to residences located within 3,000 feet of the project work area, which contains the proposed start date and provides contact information for reporting complaints related to noise. <p>The SFPUC shall designate a project liaison to respond to noise complaints during construction. The name and phone number of the liaison shall be conspicuously posted at construction areas and on all advanced notifications.</p>	<p>1. SFPUC EMB</p> <p>2.CM Team</p> <p>3. CM Team (Communications)</p>	<p>1. SFPUC BEM</p> <p>2. SFPUC BEM</p> <p>3. SFPUC BEM</p>	<p>1. Ensure that noise control requirements, including providing advance notification of construction activities to allow SFPUC to distribute notices, are included in contract documents.</p> <p>2. Provide advance notification of construction activities to residences. Maintain records of notices</p> <p>3. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance, and ensure corrective action.</p>	<p>1. Design</p> <p>2. Preconstruction</p> <p>3. Construction</p>

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		<ul style="list-style-type: none">If noise complaints are received, and noise levels are exceeding the thresholds of 70 dBA Leq during the day or 50 dBA Leq at night, then the SFPUC shall require its contractors to implement additional noise controls, such as using best available noise control techniques (including mufflers, intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds) for noise generating equipment. As necessary, noise monitoring shall be performed to determine if these thresholds are exceeded.The SFPUC shall maintain documentation of complaints received, actions taken to resolve problems, and effectiveness of these actions.				
NOI-3	Project construction could generate a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project	Implement Mitigation Measure NOI-1	-	-	-	-
AIR QUALITY						
AIR-2	Construction emissions of PM ₁₀ , PM _{2.5} , ROG, and NO _x could violate air quality standards	Mitigation Measure AIR-2a: Implementation of Dust Control Plan The SFPUC shall develop a Dust Control Plan. All construction contractors retained for the proposed project shall be required to implement the Dust Control Plan. The plan shall include the following elements: <ul style="list-style-type: none">Roles and responsibilities for contractor staff and SFPUC staff assigned to implement dust control measures.List of minimum dust control measures to be used. All contractors shall use the appropriate “BAAQMD Dust Control Measures” listed in Mitigation Measure AIR-2b.Methods to select the appropriate dust control measures for any given construction activity at the site.Methods and schedules for inspecting the effectiveness of the chosen dust control measures.Contingency measures to implement corrective action, if inspections reveal the minimum list of dust control measures are not adequate for any given activity.Procedures for recordkeeping and reporting for dust control measures.	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that requirement for contractor to prepare and submit a Dust Control Plan be incorporated in contract documents.	1. Design
			2. CM Team	2. SFPUC BEM	2. Ensure that contractor prepares and submits a Dust Control Plan and verify that it complies with requirements.	2. Preconstruction
			3. CM Team	3. SFPUC BEM	3. Monitor to ensure that the contractor implements measures in the Dust Control Plan and contract documents, report noncompliance, and ensure corrective action.	3. Construction
		Mitigation Measure AIR-2b: Implementation of BAAQMD Dust Control Measures The SFPUC shall ensure, through construction-contract specification, that its contractor(s) implement control measures for construction emissions of PM ₁₀ in order to comply with BAAQMD Feasible Control Measures for Construction Emissions of PM ₁₀ as listed below. <ul style="list-style-type: none">All active construction areas shall be watered at least twice daily.All trucks hauling soil, sand, and other loose debris shall be covered or all trucks shall be required to maintain at least 2 feet of freeboard on public roads.All unpaved access roads, parking areas, and staging areas at construction sites shall either be paved, watered three times daily, or nontoxic soil stabilizers shall be applied.	1. SFPUC EMB	1. SFPUC EMB	1. Ensure that applicable basic, enhanced and/or optional dust control measures are included in contract documents.	1. Design
			2. CM Team	2. SFPUC BEM	2. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance, and ensure corrective action.	2. Construction

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		<ul style="list-style-type: none">All paved access roads, parking areas, and staging areas at construction sites shall be swept daily (with water sweepers). If visible soil material is carried onto adjacent public streets, adjacent streets shall be swept daily (with water sweepers).All inactive construction areas (previously graded areas inactive for 10 days or more) shall be hydroseeded or nontoxic soil stabilizers shall be applied.Exposed stockpiles (dirt, sand, etc.) shall be enclosed, covered, and watered, or nontoxic soil binders shall be applied.As feasible, traffic speeds on unpaved roads shall be limited to 15 miles per hour.Sandbags or other erosion-control measures shall be installed to prevent silt runoff to public roadways.Disturbed areas shall be replanted as quickly as possible.Wheel washers shall be installed for all exiting trucks, or all trucks and equipment leaving the site shall be washed off.Wind-breaks or trees/vegetative wind-breaks shall be installed at windward side(s) of construction areas.Excavation and grading activity shall be suspended when winds exceed 25 mph.The area subject to excavation, grading, and other construction activity at any one time shall be limited.				
		Mitigation Measure AIR-2c: Implementation of BAAQMD Exhaust Control Measures To further limit exhaust emissions, SFPUC shall implement the following exhaust controls: <ul style="list-style-type: none">Grid power shall be used instead of diesel generators at all construction sites where it is feasible to connect to grid power. While it may not be practical to connect to grid power for pipeline projects (since construction sites keep moving along the alignments), grid power shall be used for projects with fixed locations, such as tunnel entry and exit shafts/portals.All contracts specifications shall include Sections 2480 and 2485, Title 13, California Code of Regulations, which limit the idling of all diesel-fueled commercial vehicles (weighing over 10,000 pounds, both California- or non-California-based trucks) to 30 seconds at a school or 5 minutes at any location. In addition, the use of diesel auxiliary power systems and main engines shall be limited to 5 minutes when within 100 feet of homes or schools while the driver is resting.All contracts specifications shall include Section 93115, Title 17, California Code of Regulations, Airborne Toxic Control Measure for Stationary Compression Ignition Engines, which specifies fuel and fuel additive requirements; emission standards for operation of any stationary, diesel-fueled, compression-ignition engines.A schedule of low-emissions tune-ups shall be developed and such tune-ups shall be performed on all equipment, particularly for haul and delivery trucks. A log of required tune-ups shall be maintained and a copy of the log shall be submitted to the SFPUC on a monthly basis for review.Low-sulfur fuels shall be used in all stationary and mobile equipment.	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that applicable measures are included in contract documents, including requirement for monthly submittal of tune-up log.	1. Design
		2. CM Team	2. SFPUC BEM	2. Monitor to ensure that the contractor implements measures in contract documents including monthly submittal of tune-up log, report noncompliance, and ensure corrective action.	2. Construction	
RECREATION						
REC-1	Project construction could temporarily impact recreation use of Calaveras Road during project construction	Implement Mitigation Measure TRANS-1	-	-	-	-

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		<ul style="list-style-type: none">The training shall also include education regarding the importance of preventing the spread of invasive non-native species.If new construction personnel are added to the project, the contractor shall ensure that new personnel receive training before they start working. The subsequent training of personnel can include a videotape of the initial training and/or the use of written materials rather than in-person training by a biologist.				
		<p>Mitigation Measure BIO-1b: Install Wildlife Exclusion Fencing along the Perimeter of the Construction Work Area and Implement General Measures to Avoid Impacts to Special-Status Species and Sensitive Natural Communities</p> <p>To prevent special-status species from moving through the project area, the SFPUC or its contractors shall install temporary exclusion fencing around the project boundaries (including access roads, staging areas, etc.) within 1 week prior to the start of construction activities. The SFPUC shall ensure that the temporary fencing is continuously maintained until all construction activities are completed and that construction equipment is confined to the designated work areas, including any off-site mitigation areas and access thereto. The fence shall be made of suitable material that does not allow any of the animals listed above to pass through or over, and the bottom shall be buried to a depth of at least 6 inches such that these species cannot crawl under the fence. In addition, the fence shall include one-way funnels to allow special-status wildlife species to escape if they become trapped within the site. The exclusion fencing shall not cross Alameda Creek, but shall be installed around the perimeter of the construction work areas on both sides of Alameda Creek to confine California red-legged frogs to the creek channel and discourage them from moving into the work area from the creek.</p> <p>A USFWS-approved biological monitor shall be on-site during installation of the fencing to survey for and relocate any animals to the outside the work area boundaries. Federally listed species shall only be relocated if authorized by the USFWS. State-listed species shall only be relocated if authorized by CDFG. The exclusion fencing shall be removed only after construction of the project is entirely completed.</p> <p>Exclusionary construction fencing and explanatory signage shall be placed around the perimeter of sensitive vegetation communities that could be impacted by construction activities throughout the period during which such impacts could occur. Signage shall explain the nature of the sensitive resource and that no impact to the community is allowed. The fencing shall include a buffer zone of at least 20 feet between the resource and construction activities. All exclusionary fencing shall be maintained in good condition throughout the construction period.</p> <p>The SFPUC shall avoid and minimize impacts on native mature trees (defined as trees that are 6 inches diameter at breast height [dbh], or 10 inches dbh aggregate for multi-trunk trees) by implementing the following measures:</p> <ul style="list-style-type: none">A qualified arborist (defined as an International Society of Arboriculture [ISA] certified arborist or a consulting arborist who is a member of the American Society of Consulting Arborists [ASCA]) or a qualified biologist shall identify the location of fencing to be installed around trees to be retained.	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that contract documents include applicable wildlife protection measures (e.g., fencing requirements, monitoring requirements, seasonal restrictions, buffer zones, placement of protective mats, speed limits, etc.) and requirements related to tree protection. Design project to minimize tree removal	1. Design
			2. SFPUC CM Team (Certified arborist or biologist)	2. SFPUC BEM	2. Document installation of fencing around trees to be retained.	2. Preconstruction
			3. CM Team (Biologist)	3. SFPUC BEM	3. Obtain and review resume or other documentation of consulting biologist's qualifications, including obtaining agency approval if required. Monitor wildlife exclusion fence installation and document activity in monitoring logs.	3. Preconstruction and Construction
			4. CM Team	4. SFPUC BEM	4. Monitor to ensure that contractor implements applicable measures (e.g., delineates work zones; ensures presence of a biological monitor where/when required; installs specialty/exclusion fencing, implements buffers; installs tree protection, etc.) in contract documents. Report noncompliance and ensure corrective action.	4. Construction

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		<ul style="list-style-type: none">• Prior to the start of construction, the SFPUC or its contractors shall install a 4-foot tall fence at the limits of construction, outside the dripline of all trees that are to be retained that are within 50 feet of any grading, road improvements, underground utilities, or other development activity (identified in the field via flagging by the qualified arborist or biologist). Also prior to construction, the SFPUC shall verify that the temporary construction fencing is installed and approved by a qualified arborist or biologist. Any encroachment within these areas must first be approved by a qualified arborist or biologist and the SFPUC.• For native trees on slopes, a silt fence shall be installed at the upslope base of the protective fencing to prevent soil from drifting down over the root zone (defined as the extent of the tree dripline) if work shall be performed upslope of any such trees.• The contractor shall be required to perform any necessary pruning using the “Pruning Guidelines” adopted by the California Department of Forestry and Fire Protection and consistent with the Alameda County Tree Ordinance. <p>In addition, the SFPUC shall ensure that the following general measures are implemented by the contractor to prevent and minimize impacts to special-status species and sensitive natural communities:</p> <ul style="list-style-type: none">• Project-related vehicles shall observe a 15-mph speed limit on unpaved roads in the project area.• The contractor shall provide closed garbage containers for the disposal of all food-related trash items (e.g., wrappers, cans, bottles, food scraps). All garbage shall be collected daily from the project site and placed in a closed container from which garbage which shall be removed weekly. Construction personnel shall not feed or otherwise attract fish or wildlife to the project area.• No pets shall be allowed in the project area.• No firearms shall be allowed in the project area.• If vehicle or equipment maintenance is necessary, it shall be performed in the designated staging areas.• All workers and construction activities shall occur away from sensitive natural communities.• If trenches greater than 2 feet are left open overnight, the trench shall either be covered at the end of the work day (e.g., with plywood or other hard material) or one or more escape ramps (constructed of earth fill or wooden planks) shall be provided. Before such holes are filled, they shall be thoroughly inspected for trapped animals.• Project personnel shall be required to immediately report any harm, injury, or mortality of a special-status species during construction, including entrapment, to the construction foreman or biological monitor. The construction foreman or monitor shall immediately notify the SFPUC. The SFPUC shall provide verbal notification to the USFWS, Endangered Species Office in Sacramento, California, and/or to the local CDFG warden or biologist (as applicable) within 1 working day of the incident. The SFPUC shall follow up with written notification to USFWS and/or CDFG (as applicable) within 5 working days of the incident. All observations of special-status species shall be recorded on CNDDDB field sheets and sent to CDFG by the SFPUC or representative biological monitor.				

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		<ul style="list-style-type: none">The spread of invasive non-native plant species and plant pathogens shall be avoided or minimized by implementing the following measures:<ul style="list-style-type: none">Construction equipment shall arrive at the project clean and free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species.Any imported fill material, soil amendments, gravel etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material.Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, if possible.To reduce the movement of invasive weeds into uninfested areas, the contractor shall stockpile topsoil removed during excavation of trenches or test pits, which shall be subsequently replaced during re-establishment of disturbed project areas.Trees within the project site areas shall be assessed for symptoms of sudden oak death and the potential presence of <i>Phytophthora ramorum</i>. If diseased trees are identified within the work area, site controls shall be utilized to minimize the spread of infected plant and soil material to other project locations by segregating any removal material from other plant and soil material and by providing for vehicle/equipment wash down before moving equipment to other work locations. The Alameda County registered professional forester shall be consulted prior to disposal of any diseased trees. Soil removed from the immediate vicinity of an infected tree shall not be used for site restoration and may require disposal at a landfill. <p>Implementation of these measures during construction and site restoration shall be verified by a biological or environmental monitor.</p>				
		<p>Mitigation Measure BIO-1c: Conduct Pre-Construction Surveys and Monitor Construction Activities for California Tiger Salamander, California Red-Legged Frog, Western Pond Turtle, and Alameda Whipsnake</p> <p>Pre-Construction Surveys</p> <p>Prior to initial ground-disturbance activities, a USFWS-approved biologist shall survey the construction area and the immediate vicinity for the presence of California tiger salamanders, California red-legged frogs, and Alameda whipsnakes, as follows:</p> <ul style="list-style-type: none">California tiger salamander. Not more than 2 weeks prior to the onset of work activities (including equipment mobilization) and immediately prior to commencing work, the USFWS-approved biologist shall survey upland habitat in the project area suitable for California tiger salamanders and suitable refuge/burrow sites. As feasible, refuge/burrow areas identified within the project boundary shall be temporarily fenced and avoided. At locations where potential refuge/burrows are identified and cannot be avoided, the burrows shall be excavated by hand prior to construction. If a burrow is occupied, the individual animal shall be moved to a natural burrow or artificial burrow constructed of PVC pipe within 0.25 mile of the project area. Excavation and relocation shall only be conducted by USFWS-approved biologists and only in accordance with authorization by USFWS in a biological opinion. Preconstruction surveys shall also be conducted prior to the placement of and spoils in the North or South Quarry Pits, and any individuals found shall be relocated to suitable adjacent aquatic habitat.	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that contract documents include requirement for Contractor to provide advance notification of construction activities to SFPUC allow SFPUC to perform preconstruction surveys.	1. Design
			2. CM Team (Biologist)	2. SFPUC BEM	2. Obtain and review resume or other documentation of consulting biologist's qualifications, including obtaining agency approval if required.	2. Preconstruction
			3. CM Team (Biologist)	3. SFPUC BEM	3. Conduct preconstruction biological surveys and construction biological monitoring and related activities. Document activities in monitoring logs.	3. Preconstruction and Construction
			4. CM Team	4. SFPUC BEM	4. Monitor to ensure that contractor implements applicable measures in contract documents. Report noncompliance and ensure corrective action.	4. Construction

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		<ul style="list-style-type: none">California red-legged frog. Not more than 2 weeks prior to the onset of work activities (including equipment mobilization) and immediately prior to commencing work the USFWS-approved biologist shall survey suitable aquatic habitat (Alameda Creek) and upland habitat in the project area for California red-legged frog. Surveys of Alameda Creek shall include the creek channel and associated riparian habitat within the project area and 1000 feet downstream of the project area. The biologist shall survey upland habitat for potential burrows/aestivation sites. The same methodology for the preconstruction surveys of upland habitat for burrows, fencing burrows, and for excavating and relocating individual animals, if found, shall be implemented as described above for California tiger salamander. Preconstruction surveys shall also be conducted prior to the placement of and spoils in the North or South Quarry Pits, and any individuals found shall be relocated to suitable adjacent aquatic habitat.Western Pond Turtle. Not more than 2 weeks prior to the onset of work activities (including equipment mobilization) and immediately prior to commencing work, a qualified biologist shall survey suitable aquatic habitat (Alameda Creek) and upland habitat in the project area for western pond turtle. Surveys of Alameda Creek shall include the creek channel and associated riparian habitat within the project area and 1000 feet downstream of the project area. If any pond turtles are found within the creek, they shall be moved 0.25 mile downstream on the project area in Alameda Creek, as authorized by CDFG in a Memorandum of Understanding. The biologist shall survey upland habitat for the presence of nests containing pond turtle hatchlings and eggs. All nests containing hatchlings or eggs identified within the project boundary shall be temporarily fenced and avoided.Alameda whipsnake. Not more than 2 weeks prior to the onset of work activities (including equipment mobilization) and immediately prior to commencing work, a USFWS-approved biologist shall conduct a reconnaissance survey of upland habitat in the project area suitable for Alameda whipsnake. If an Alameda whipsnake is found, the approved biologist shall relocate the species to out of the construction area. <p>Excavation, relocation, or collapse of burrows of federally listed species shall only be conducted as authorized by the USFWS, for state-listed species as authorized by CDFG, or by both agencies for species that are protected at both the federal and state level.</p> <p>Construction Monitoring At the beginning of each workday during initial ground disturbance (including grading, excavation, and vegetation-removal activities) and during the rainy season, a USFWS-approved biologist shall conduct onsite monitoring for the presence of California tiger salamanders, California red-legged frogs, and Alameda whipsnakes in the area where ground disturbance would occur, as follows:</p> <ul style="list-style-type: none">Survey Alameda Creek and the quarry-pit ponds prior to any ground disturbing or vegetation-removal activities at or near these areas.Inspect the wildlife exclusion fence to ensure that it does not have any tears or holes, that the base of the fence is still buried, and that no individuals have been trapped on or outside of the fence.Closely monitor any California tiger salamanders, California red-legged frogs, and Alameda whipsnakes if found along, on, or outside the fence until they move away from the construction area. If they do not move out of the construction area, a USFWS-approved biologist shall move them as specified below.Check all open trenches or holes and under parked vehicles for the presence of California tiger salamanders, California red-legged frogs, and Alameda whipsnakes.				

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		<p>If any of these species is found by the biological monitor or construction personnel within the work area, construction activities shall cease in the immediate vicinity of the individual until the USFWS and/or CDFG is contacted and the animal has been removed, as allowed by the USFWS's Biological Opinion for the project, from the construction area by a USFWS-approved biologist and is released near a suitable burrow or other suitable habitat at least 1,000 feet away from the construction area, or until the animal moves on its own away from the construction area.</p> <p>The biological monitor shall not stay onsite for the entire day, but shall remain on-call in case any of these animals are discovered and need to be moved. The SFPUC shall designate the SFPUC Resident Engineer as the point of contact in the event that a California tiger salamanders, California red-legged frogs, or Alameda whipsnakes is discovered onsite when the biological monitor is not present.</p> <p>The rainy season shall be determined by rainfall each year. Rainy season monitoring shall begin immediately after the first rainfall in the fall and continue until 3 weeks after the last rain in the spring. If it rains again after this time, then daily monitoring shall recommence until 3 weeks past these rains.</p> <p>During the non-rainy season, and once all initial ground-disturbing activities are completed, the biological monitor shall perform spot checks of the project area at least once a week for the duration of construction to ensure that the perimeter fence is in good order, trenches are being covered if left open overnight (or escape ramps are being provided), project personnel are conducting checks beneath parked vehicles prior to their movement, that no individual animals are located outside or inside the construction fencing, and that all other required biological protection measures are being complied with.</p>				
		<p>Mitigation Measure BIO-1d: Prepare and Implement a Vegetation Restoration and Compensation Plan The SFPUC shall prepare a Vegetation Restoration and Compensation Plan (Plan) and shall ensure that the Plan is successfully implemented by the contractor. The Plan shall include, at a minimum, detailed specifications for invasive weed control, restoring all temporarily disturbed areas, compensating for the temporal impacts of temporary disturbance to water and wetlands, and compensating for the loss of all permanently disturbed areas in the project area. The plan shall also indicate the best time of year for seeding to occur. Plantings undertaken between April 15 and October 15 shall include regular watering to ensure adequate growth.</p> <p>To facilitate preparation of the Plan, prior to construction, the SFPUC shall ensure that additional pre-construction surveys of the areas are conducted by a qualified botanist (i.e., a botanist with experience in identifying plant species, plant communities, and wetlands in this area) to collect detailed baseline vegetation composition data including species occurrence, vegetation characterization (tree diameter size, etc.), and percent cover.</p> <p>The Plan shall be included in the SFPUC's permit-application packages submitted to the USACE, RWQCB, CDFG, and USFWS. The SFPUC shall ensure that a USFWS- and CDFG-approved biologist reviews restoration efforts in grassland areas and oversees restoration efforts in all of the other vegetation communities. Described below are the minimum restoration and compensation measures that shall be included in the Plan.</p>	<p>1. SFPUC EMB</p> <p>2. SFPUC BEM (Qualified botanist for preconstruction vegetation)</p> <p>3. SFPUC BEM</p>	<p>1. SFPUC BEM</p> <p>2. SFPUC BEM</p> <p>3. SFPUC BEM</p>	<p>1. Ensure that on-site restoration requirements, including sudden oak death controls (if necessary), and invasive species control measures are included in the contract documents (e.g., seed mix and invasive weed control).</p> <p>2. Develop Vegetation Restoration and Compensation Plan in accordance with mitigation requirements, include documentation of qualifications of botanist (e.g., resume), and perform detailed vegetation surveys. Submit to applicable agencies and incorporate recommendations.</p> <p>3. Design off-site habitat compensation in accordance with mitigation requirements through a coordinated program with other mitigation efforts, such as through a future Habitat Reserve Program (HRP). Submit to applicable agencies and incorporate recommendations.</p>	<p>1. Design</p> <p>2. Preconstruction</p> <p>3. Design</p>

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		<p>Invasive Weed Control Measures</p> <p>Invasive weeds such as yellow star-thistle, purple star-thistle, Italian thistle, bull thistle, barb goat grass, and medusa head grass readily colonize soils that have been disturbed by grading or other mechanical disturbance. To avoid or minimize the introduction or spread of invasive weeds into uninfested areas, the SFPUC shall incorporate the following measures into the construction plans and specifications for work:</p> <ul style="list-style-type: none">Construction equipment shall arrive at the project clean and free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species.Any imported fill material, soil amendments, gravel etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material.Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively.The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds.To reduce the movement of invasive weeds into uninfested areas, the contractor shall stockpile topsoil removed during excavation of trenches or test pits, which shall be subsequently replaced during re-establishment of disturbed project areas.Implementation of these measures during construction and site restoration shall be verified by a biological or environmental monitor. <p>Minimum Restoration Measures</p> <p>Restoration areas are those areas that are disturbed on-site but would be restored to their baseline conditions as defined by the success criteria described below. In order to restore these areas, the SFPUC shall implement the following:</p> <ul style="list-style-type: none">Stockpile the topsoil separately from subsoil, replace soil layers in the same order they were removed, and restore the natural grade and contours of the area.For grassland vegetation areas, reseed the affected areas with a noninvasive native grass and forb seed mix.For the perennial wetland removed during construction, replant the affected area with plants of similar size and in similar density as were removed.For native trees (defined as trees that are 6 inches diameter at breast height or 10 inches for multi-tree trunks), replant affected areas with the same species with either three replacement trees of 15-gallon size for any native mature tree within the County right-of-way of Calaveras Road; or on an inch by inch basis for any native mature tree outside the County right-of-way or as otherwise agreed to with the USFWS and CDFG. <p>Minimum Compensation Measures</p> <p>Compensation areas are those areas where vegetation plantings shall occur in off-site areas not disturbed by project construction to compensate for temporal and permanent vegetation losses on-site. In order to compensate for any such temporal and permanently disturbed areas, the SFPUC shall implement the following:</p>	4. CM Team	4. SFPUC BEM	4. Ensure that environmental training includes information on invasive weed control measures.	4. Preconstruction
			5. CM Team	5. SFPUC BEM	5. If trees are found to have symptoms of sudden oak death, document that an Alameda County registered professional was consulted prior to disposal of any diseased trees.	5. Construction
			6. CM Team (Biological or Environmental Inspector)	6. SFPUC BEM	6. Monitor to ensure that the contractor implements measures in contract documents for on-site revegetation, report noncompliance, and ensure corrective action.	6. Construction
			7. SFPUC BEM	7. SFPUC BEM	7. Implement off site habitat compensation.	7. Construction and Monitoring (Post Construction)
			8. SFPUC NRLMD	8. SFPUC NRLMD	8. Perform and document long-term monitoring of on-site restoration. Provide documentation to the agencies as required.	8. Monitoring (Post Construction)
			9. SFPUC NRLMD	9. SFPUC NRLMD	9. Perform and document long-term monitoring of off-site habitat compensation areas. Provide documentation to the regulatory agencies as required.	9. Monitoring (Post Construction)

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		<ul style="list-style-type: none">For all habitat types, replant other nearby existing disturbed areas on SFPUC property with similar species from locally collected propagules and implement legal instruments (such as conservation easements or similar development constraint and habitat management funding guarantees) to manage the areas for habitat resources in perpetuity (i.e., not to be used for other development projects) at a minimum ratio of 1 acre (or portion) restored to 1 acre (or portion) lost or greater acreage basis (as determined in consultation with applicable permitting agencies).For grasslands, seed the compensation area with a noninvasive native grass and forb seed mix.For the perennial wetland along the access road, reestablish a perennial wetland or replant riparian vegetation along Alameda Creek either in or near the project area on a minimum 1:1 or greater acreage basis (as determined in consultation with applicable permitting agencies) and implement legal instruments (such as conservation easements or similar development constraint and habitat management funding guarantees) to manage the areas for habitat resources in perpetuity (i.e., not to be used for other development projects).As an alternative to the above compensation methods, or in combination with, the SFPUC may also contribute to a mitigation bank approved by the USFWS and/or CDFG for the affected vegetation types. <p>Minimum Success Criteria The success criteria for restoring temporarily disturbed areas shall be as follows:</p> <ul style="list-style-type: none">All areas of grassland, woodland, riparian, or wetlands not permanently disturbed shall be restored to their baseline condition. Percent cover and vegetation composition (other than non-native annual grassland) shall meet or exceed baseline cover and composition condition.Temporarily impacted and restored upland areas shall be monitored at least once a year for at least 3 years or greater, as determined in consultation with applicable permitting agencies and/or as needed to verify whether the vegetation is fully established and self-sustaining. Monitoring of herbaceous and shrub species in wetlands shall be for at least 5 years or greater. Monitoring of riparian trees shall be for at least 10 years or greater.If full maturity of slow-growing vegetation will take longer than 3 years (for upland vegetation), 5 years (wetland shrubs/herbaceous plants), or 10 years (riparian trees), such species shall be fully established and self-sustaining in order to meet the criteria and the monitoring period shall be extended accordingly to verify whether the vegetation is fully established and self-sustaining.Upland restoration areas shall be monitored for invasive plants annually in the first 3-years following replanting. If invasive plants are found during the 3-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. Wetland areas and riparian trees shall be monitored for the first 5 and 10 years, respectively, for invasive species. The relative cover of invasive plant species shall not exceed 5 percent in any year. Invasive plant species shall be defined as any highly invasive non-native species (Tier 1) or moderately invasive non-native species (Tier 2) listed in the Water Board's Fact Sheet for Wetland Projects.The earliest that success criteria can first be met for upland vegetation is 3 years after restoration, for wetland vegetation is 5 years, and for riparian trees is 10 years. Maintenance and monitoring shall continue until the success criteria are met.				

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		<p>Compensations areas shall be permanently restricted from development through binding conditions incorporated into a legal instrument such as a conservation easement.</p> <p>Where habitat impacts for any of these species overlap, mitigation shall be combined. That is, the loss of each habitat type shall be mitigated once.</p> <p>For each compensation site, proposed methods for compensation and proposed monitoring plan and success criteria shall be included in the Restoration and Compensation Plan that shall be developed by the SFPUC and approved by USFWS and CDFG prior to construction.</p>	3. SFPUC NRLMD	3. SFPUC NRLMD	3. Perform and document long-term monitoring of off-site habitat compensation area(a) . Provide documentation to the regulatory agencies as required.	3. Monitoring (Post Construction)
BIO-2	Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of California Red-Legged Frog	Implement Mitigation Measures BIO-1a, BIO-1b, BIO-1c, BIO-1d, BIO-1e, HYD-1a and HYD-1b	-	-	-	-
BIO-3	Potential Degradation of Suitable Habitat and Potential Injury or Mortality of Foothill Yellow-Legged Frog and Western Pond Turtle	Implement Mitigation Measures BIO-1a, BIO-1b, BIO-1c, BIO-1d, BIO-1e, HYD-1a and HYD-1b	-	-	-	-
BIO-4	Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of Alameda Whipsnake	Implement Mitigation Measures BIO-1a, BIO-1b, BIO-1c, BIO-1d and BIO-1e	-	-	-	-
BIO-5	Temporary and Permanent Loss of Suitable Habitat for and Potential Injury or Mortality of Western Burrowing Owl	<p>Implement Mitigation Measures BIO-1a and BIO-d and the following:</p> <p>Mitigation Measure BIO-5: Conduct Preconstruction Surveys for Active Burrowing Owl Burrows and Implement CDFG Guidelines for Burrowing Owl Mitigation, if Necessary</p> <p>Preconstruction surveys shall be conducted to locate active burrowing owl burrows in the project area and in a 250-foot-wide buffer zone around the project area. The SFPUC shall retain a qualified biologist to conduct preconstruction surveys for active burrows according to CDFG guidelines (1995) two weeks prior to construction and immediately before construction. If no burrowing owls are detected during these surveys, no further mitigation is required.</p> <p>If burrowing owls are detected in the survey area, the following measures shall be implemented:</p> <ul style="list-style-type: none"> From February 1 through August 31 (the nesting season for burrowing owls), occupied burrows shall not be disturbed along with a 250-foot buffer zone or similar area established in coordination with CDFG. 	<p>1. SFPUC EMB</p> <p>2. CM Team (Biologist)</p> <p>3. CM Team (Biologist)</p>	<p>1. SFPUC BEM</p> <p>2. SFPUC BEM</p> <p>3. SFPUC BEM</p>	<p>1. Ensure that contract documents include requirement for Contractor to provide advance notification to SFPUC of construction activities to allow SFPUC to perform preconstruction surveys.</p> <p>2. Obtain and review resume or other documentation of consulting biologist's qualifications.</p> <p>3. Conduct preconstruction biological surveys and construction biological monitoring and related activities (e.g., flagging areas to be protected; flagging sensitive resource habitat; relocating or collapsing burrows as permitted/approved; establishing buffer zones; agency consultation; etc.). Document monitoring activities in logs. Consult with CDFG as required.</p>	<p>1. Design</p> <p>2. Preconstruction</p> <p>3. Preconstruction and Construction</p>
		<ul style="list-style-type: none"> From September 1 through January 31, which is the non-nesting season, when destruction of occupied burrows by project activities or construction within 250 feet of an occupied burrow is 	4. CM Team	4. SFPUC BEM	4. Monitor to ensure that the contractor implements measures in contract documents	4. Construction

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		<p>unavoidable, a qualified biologist shall work with the SFPUC to enhance (e.g., enlarge or clear of debris) other existing, unsuitable burrows in the immediate project vicinity or to create new burrows (install artificial burrows) at a ratio of 2:1 on suitable lands, or as otherwise agreed to by the CDFG. Newly created burrows shall follow guidelines established by CDFG. Enhancement or creation of new burrows shall happen prior to passive relocation of owls. Passive relocation of owls shall be conducted only during the non-breeding season and prior to construction within 250 feet of an occupied burrow. Passive relocation techniques (e.g., installing one-way doors at burrow entrances) shall be used by a CDFG-approved biologist instead of trapping. At least 1 week should be allowed to accomplish passive relocation and to allow owls to acclimate to alternate burrows. The biologist shall identify when passive relocation and acclimation has been completed and construction may proceed in the former occupied burrow area.</p> <ul style="list-style-type: none">If occupied burrows are found and the owls need to be relocated, the SFPUC shall offset the loss of foraging and burrow habitat in the project area by either acquiring mitigation credits or permanently protecting a minimum of 6.5 acres (per 1995 CDFG guidance) of foraging habitat per occupied burrow identified in the project area. The protected lands shall be located adjacent to the occupied burrowing owl habitat. The location of the protected lands shall be determined in coordination with CDFG. The SFPUC shall also prepare a monitoring plan and provide long-term management and monitoring of the protected lands. The monitoring plan shall specify success criteria, identify remedial measures, and require an annual report to be submitted to CDFG for a minimum of 5 years.			(i.e., compliance with any established avoidance or buffer zones), report noncompliance and ensure corrective action.	
BIO-6	Loss of Suitable Nest Trees and Potential Disturbance, Injury or Mortality of Nesting Special-Status and other Migratory Birds	<p>Implement Mitigation Measure BIO-1a and the following:</p> <p>Mitigation Measure BIO-6: Remove Trees and Shrubs during the Non-breeding Season (August 16–February 14) for Birds or Conduct Nesting Bird Surveys, and Establish No-Disturbance Buffers, as Appropriate</p> <p>The SFPUC shall conduct construction and tree and shrub removal during the non-breeding season (generally August 16 through February 14) where feasible to avoid impacts to migratory birds including raptors.</p> <p>If construction activities must occur during the breeding season (February 15–August 15), the SFPUC shall:</p> <ul style="list-style-type: none">Retain a qualified wildlife biologist who is experienced in identifying bird nests and breeding behaviors to conduct nesting-bird surveys in and within 500 feet of the project site. These surveys shall be conducted within 1 week prior to initiation of construction activities (including preconstruction activities such as fence installation) at any time between February 15 and August 15. If no active nests or roosts are detected during surveys, then no additional mitigation is required.If migratory bird or raptor nests are found in the construction area or in the adjacent surveyed area, a no-disturbance buffer shall be established around the nesting location to avoid disturbance or destruction of the nest site until after the breeding season or after a wildlife biologist determines that the young have fledged (usually late-June through mid-July).	<p>1. SFPUC EMB</p> <p>2. CM Team (Biologist)</p> <p>3. CM Team</p>	<p>1. SFPUC BEM</p> <p>2. SFPUC BEM</p> <p>3. SFPUC BEM</p>	<p>1. Ensure that requirements related to tree removal is included in contract documents.</p> <p>2. Conduct preconstruction biological surveys as required. Document monitoring activities in logs. Consult with agencies as required.</p> <p>3. Monitor to ensure that the contractor implements measures in contract documents (i.e., timing restrictions and compliance with any established avoidance or buffer zones), report noncompliance and ensure corrective action.</p>	<p>1. Design</p> <p>2. Preconstruction and Construction</p> <p>3. Construction</p>

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		The extent of these buffers shall be determined by a wildlife biologist in consultation with the applicable resource agencies (i.e., USFWS and/or CDFG) and shall depend on the level of noise or construction disturbance, line of sight between the nest and the disturbance activity, ambient levels of noise and other disturbances, and other topographical or artificial barriers. These factors shall be analyzed and used by a qualified wildlife biologist to assist the USFWS and/or CDFG in making an appropriate decision on buffer distances. Trees and shrubs that contain nests may be removed after a qualified wildlife biologist determines that the young have fledged.				
BIO-7	Potential Disturbance, Injury or Mortality of and Loss of Potential Roosting Habitat for Pallid Bat	<p>Implement Mitigation Measure BIO-1a and the following:</p> <p>Mitigation Measure BIO-7: Conduct Preconstruction Surveys for Sensitive Bats and Implement Avoidance and Minimization Measures if Found</p> <p>Within 1 week prior to tree removal, a qualified biologist shall survey any trees that shall be removed during project construction for roosting bats. Bats may be present any time of the year. The biologist shall thoroughly search trees that provide appropriate roosting habitat for bats (trees with foliage, cavities, or that are hollow) for bats or evidence of bats. If no roosting bats or evidence of bats are found, removal of trees may proceed. If bats are found or evidence of use by bats is present, trees shall be mapped and marked with flagging. The SFPUC shall ensure that the trees are not removed until CDFG has been consulted for guidance on measures to avoid and minimize disturbance of the bats. Measures may include deferring tree removal, monitoring trees and excluding bats from a tree until it is removed, and implementation of a temporary construction buffer to avoid disturbance of young before they are able to fly (for pallid bats, this period is between April and August).</p>	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that contract documents include requirement for Contractor to provide construction schedule updates to SFPUC to allow SFPUC to perform preconstruction surveys, as necessary.	1. Design
			2. CM Team (Biologist)	2. SFPUC BEM	2. Obtain and review resume or other documentation of consulting biologist's qualifications.	2. Preconstruction
			3. CM Team (Biologist)	3. SFPUC BEM	3. Conduct preconstruction biological surveys and construction biological monitoring and related activities (e.g., flagging areas to be protected; establishing buffer zones; agency consultation; etc.). Document monitoring activities in logs. Consult with CDFG as required.	3. Preconstruction and Construction
			4. CM Team	4. SFPUC BEM	4. Monitor to ensure that the contractor implements measures in contract documents (i.e., compliance with any established avoidance or buffer zones), report noncompliance and ensure corrective action.	4. Construction
BIO-10	Potential Disturbance, Injury, or Mortality of San Francisco Dusky-Footed Woodrat	<p>Implement Mitigation Measure BIO-1a and the following:</p> <p>Mitigation Measure BIO-10: Conduct Pre-Construction Surveys for Dusky-footed Woodrat and Implement Avoidance and Minimization Measures if Found</p> <p>Not more than 2 weeks prior to disturbance or vegetation removal in suitable habitat for dusky-footed woodrat (riparian willow forest/scrub) a qualified biologist shall conduct a pre-construction survey for stick nests of woodrats. The survey shall be conducted in the riparian willow forest/scrub habitat along Alameda Creek. Locations of nests within the survey area shall be flagged and mapped. Woodrat nests within the construction areas shall be fenced and avoided. If it is determined that avoidance is not possible, the SFPUC shall consult with CDFG to determine if trapping woodrats (using live-traps) and disassembling nests is warranted.</p>	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that contract documents include requirement for Contractor to provide advance notification to SFPUC of construction activities to allow SFPUC to perform preconstruction surveys.	1. Design
			2. CM Team (Biologist)	2. SFPUC BEM	2. Obtain and review resume or other documentation of consulting biologist's qualifications.	2. Preconstruction
			3. CM Team (Biologist)	3. SFPUC BEM	3. Conduct preconstruction biological surveys and construction biological monitoring and related activities (e.g., flagging areas to be protected; relocating as approved, establishing buffer zones; agency consultation; etc.). Document monitoring activities in logs. Consult with CDFG as required.	3. Preconstruction and Construction
			4. CM Team	4. SFPUC BEM	4. Monitor to ensure that the contractor implements measures in contract documents (i.e., compliance with any established avoidance or buffer zones), report noncompliance and ensure corrective action.	4. Construction

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BIO-11	Dewatering during project construction could result in impacts on resident trout/other native fish	Implement Mitigation Measures BIO-1a, HYD-1a and HYD-1b	-	-	-	-
BIO-12	Temporary or permanent impacts on sensitive riparian and oak woodland natural communities	Implement Mitigation Measures BIO-1a, BIO-1b, BIO-1d, and HYD-1a	-	-	-	-
BIO-13	Temporary and permanent impacts on wetlands or waters of the U.S. or of the state	<p>Implement Mitigation Measures BIO-1a, BIO-1b, BIO-1d, and HYD-1a and the following:</p> <p>Mitigation Measure BIO-13: Minimize Disturbance of Waters of the United States and Waters of the State, Including Wetlands</p> <p>The SFPUC and its contractors shall minimize impacts on Waters of the United States and Waters of the State, including wetlands, by implementing the following measures:</p> <ul style="list-style-type: none"> Avoid construction activities in saturated or ponded wetlands and streams (typically during the spring and winter) to the maximum extent feasible. Where wetlands or other water features must be disturbed, the minimum area of disturbance necessary for construction shall be identified and the area outside of that necessary shall be avoided. Install a silt fence adjacent to all wetlands and drainages to be avoided within 50 feet of any proposed construction activity and install signs that read, “Environmentally Sensitive Area – Keep Out.” No equipment mobilization, grading, clearing, or storage of equipment or machinery, or similar activity, shall occur until a representative of the SFPUC has inspected and approved the fencing installed around these features. This restriction applies to both on-site construction and any off-site mitigation area, if any. The SFPUC shall ensure that the temporary fencing is continuously maintained until all construction activities are completed. No construction activities, including movement of equipment, storage of materials or temporary stockpiling of spoil, shall be allowed within the fenced areas protecting wetlands. To minimize the degradation of wetland soils and vegetation where avoidance is infeasible, protective practices such as use of geotextile cushions and other materials (e.g., timber pads, prefabricated equipment pads, geotextile fabric) or vehicles with balloon tires shall be employed in saturated conditions (e.g., when there is noticeable rutting due to saturated conditions and mixing of topsoil and subsoil). Stabilize exposed slopes and streambanks immediately upon completion of construction activities. During construction, continuously remove trees, shrubs, debris, or soils that are inadvertently deposited below the ordinary high-water mark of Alameda Creek, or any perennial wetland in the project area, in a manner that minimizes disturbance of the drainage bed and bank (e.g., manually). Such materials shall be setback at least 10 feet from any wetlands and drainages within the project site that are not otherwise directly disturbed by construction. 	<p>1. SFPUC EMB</p> <p>2. SFPUC EMB</p> <p>3. CM Team</p> <p>4. CM Team</p>	<p>1. SFPUC BEM</p> <p>2. SFPUC BEM</p> <p>3. SFPUC BEM</p> <p>4. SFPUC BEM</p>	<p>1. Design project to minimize disturbance to waters of the United States and state.</p> <p>2. Ensure that mitigation related to construction activities near or in waters and wetland are included in contract documents.</p> <p>3. Identify boundaries of wetlands and other waters prior to installation of fencing.</p> <p>4. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance and ensure corrective action.</p>	<p>1. Design</p> <p>2. Design</p> <p>3. Preconstruction</p> <p>4. Construction</p>

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing & Approval Party		
HYDROLOGY AND WATER QUALITY						
HYD-1	Project construction could degrade water quality of Alameda Creek and wetlands as a result of erosion and sedimentation or a hazardous materials release	<p>Mitigation Measure HYD-1a: Construction Water Quality Best Management Practices</p> <p>Consistent with the requirements of the State Water Resources Control Board General Permit for Storm Water Discharges Associated with Construction Activity, the proposed project will be undertaken in accordance with a project-specific Storm Water Pollution Prevention Plan (SWPPP).</p> <p>The San Francisco Bay Regional Water Quality Control Board (RWQCB), the primary agency responsible for protecting water quality within the project area, is responsible for reviewing and ensuring compliance with the SWPPP. This review is based on the general permit issued by the State Water Resources Control Board. The recommended Best Management Practices (BMPs), subject to the review and approval of the RWQCB, include the following measures. However, the measures themselves may be altered, supplemented or deleted during the RWQCB's review process, since the RWQCB has final authority over the terms of the SWPPP.</p> <p>Scheduling</p> <ul style="list-style-type: none">• Schedule construction to minimize ground disturbance during the rainy season.• Sequence construction activities to minimize the amount of time that soils remain disturbed.• Stabilize all disturbed soils as soon as possible following the completion of ground disturbing work in any area of the project site.• Provide plans to stabilize soil with vegetation or physical means in the event rainfall is expected.• Install erosion and sediment control BMPs prior to the start of any ground disturbing activities. <p>Erosion and Sedimentation</p> <ul style="list-style-type: none">• Preserve existing vegetation at areas where no construction activity is planned or where construction activity will occur at a later date.• Stabilize and revegetate disturbed areas as soon as possible after construction with planting, seeding, and/or mulch (e.g., straw or hay, erosion control blankets, hydromulch, or other similar material) except in actively cultivated areas.• Install silt Fences, coir rolls and other suitable measures around the perimeter of the project site and staging areas and around riparian buffers, storm drains, temporary stockpiles, spoil areas, stream channels, swales, down-slope of all exposed soil areas and other locations determined necessary to prevent offsite sedimentation.• Install temporary slope breakers during the rainy season on slopes greater than 5 percent where the base of the slope is less than 50 feet from a water body, wetland, or road crossing at spacing intervals required by the RWQCB.• Use filter fabric or other appropriate measures to prevent sediment from entering storm drain inlets.• Detain and treat stormwater and water produced by construction site dewatering using sedimentation basins, sediment traps, baker tanks or other measures to ensure that discharges to receiving waters meet applicable water quality objectives.	1. SFPUC BEM 2. CM Team 3. CM Team	1. SFPUC BEM 2. SFPUC BEM 3. SFPUC BEM	1. Ensure that the contract documents require that the contractor design, install, and maintain stormwater controls. 2.Ensure SWPPP is submitted to RWQCB for review and implement recommendations. 3. Monitor to ensure that the contractor implements measures in contract documents, including applicable erosion control measures, SWPPP, water quality criteria and goals. Report noncompliance and ensure corrective action.	1. Design 2. Preconstruction 3. Construction

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
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		<p>Groundwater/Dewatering</p> <ul style="list-style-type: none">• Prepare a dewatering plan prior to excavation specifying methods of water collection, transport, treatment and discharge of all water produced by construction site dewatering.• Impound water produced by dewatering in sediment retention basins or other holding facilities to settle the solids and provide treatment as necessary prior to discharge to receiving waters to meet San Francisco Bay Basin Plan water quality objectives.• Control discharges of water produced by dewatering to prevent erosion.• Locate sedimentation basins and other retention and treatment facilities away from waterways to prevent silt-bearing water from reaching streams. <p>Tracking Controls</p> <ul style="list-style-type: none">• Grade and stabilize construction site entrances and exits to prevent runoff from the site, and to prevent erosion.• Take protective measures to prevent the loss of materials into Alameda Creek when crossing the site access bridge.• Install a tire washing facility at the site access to allow for tire washing when exiting the site.• Remove any soil or sediment tracked off paved roads during construction by street sweeping. <p>Non-Stormwater Control</p> <ul style="list-style-type: none">• Place drip pans under construction vehicles and all parked equipment.• Check construction equipment for leaks regularly.• Wash construction equipment in a designated enclosed area regularly.• Contain vehicle and equipment wash water for percolation or evaporative drying away from storm drain inlets and to prevent run-off into Alameda Creek.• Refuel vehicles and equipment away from Alameda Creek and other waters to prevent run-on, runoff, and to contain spills.• Contain fueling areas to prevent run-on, runoff, and to contain spills.• Cover all storm drain inlets when paving or applying seals or similar materials to prevent the offsite discharge of these materials. <p>Waste Management and Hazardous Materials Pollution Control</p> <ul style="list-style-type: none">• Remove trash and construction debris from the project area daily.• Locate sanitary facilities a minimum of 300-feet from Alameda Creek.• Maintain sanitary facilities regularly.• Store all hazardous materials in an area protected from rainfall and storm water run-on and prevent the offsite discharge of leaks or spills.• Minimize the potential for contamination of Alameda Creek and other waters by maintaining spill containment and clean up equipment onsite, and by properly labeling and disposing of hazardous wastes.				

MITIGATION MONITORING AND REPORTING PROGRAM						
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		<ul style="list-style-type: none">Locate waste collection areas close to construction entrances and away from roadways, storm drains, Alameda Creek and other waters.Inspect dumpsters and other waste and debris containers regularly for leaks and remove and properly dispose of any hazardous materials and liquid wastes placed in these containers. Train construction personnel in proper material delivery, handling, storage, cleanup, and disposal procedures. BMP Inspection, Maintenance, and Repair <ul style="list-style-type: none">Inspect all BMPs on a regular basis to confirm proper installation and function.Inspect all storm water BMPs daily during storms.Inspect sediment basins, sediment traps, and other detention and treatment facilities regularly throughout the construction period.Provide sufficient devices and materials (e.g. silt fence, coir rolls, erosion blankets, etc.) throughout project construction to enable immediate repair or replacement of failed BMPs.Inspect all seeded areas regularly for failures, and remediate or repair immediately. Monitoring and Reporting <ul style="list-style-type: none">Provide the required documentation for SWPPP inspections, maintenance and repair requirements.Maintain written records of inspections, spills, BMPs related maintenance activities, corrective actions, and visual observations of offsite discharge of sediment or other pollutants, as required by the RWQCB.Monitor water quality to assess the effectiveness of control measures. Post-Construction BMPs <ul style="list-style-type: none">Revegetate all temporarily disturbed areas as required after construction activities are completed.Remove any remaining construction debris and trash from the project site and area upon project completion.Phase the removal of temporary BMPs as necessary to ensure stabilization of the site.Maintain post-construction site conditions to avoid any unintended drainage channels, erosion or areas of sedimentation.Correct post-construction site conditions as necessary to comply with the SWPPP and any other pertinent RWQCB requirements.				
		Mitigation Measure HYD-1b: Management of Dewatering Effluent Discharges To address potential impacts to receiving water quality during the construction period related to dewatering effluent discharges, the discharger shall: 1) prepare and implement a site-specific dewatering plan; and 2) fully comply with NPDES requirements. The type of NPDES permit (e.g., Waste Discharge Requirements, 401 Water Quality Certification, or General Permit) will be determined by the RWQCB.	1. SFPUC EMB 2. CM Team	1. SFPUC BEM 2. SFPIC BEM	1. Ensure that the contract documents require that the contractor design, install, and maintain dewatering controls, including submitting a Dewatering Plan. 2. Ensure that the contractor prepares and submits a Dewatering Plan and verify it complies with the requirements. Submit SWPPP to RWQCB for review and implement recommendations.	1. Design 2. Preconstruction

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
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		<p>Dewatering Plan—The dewatering plan shall specify how the water will be collected, contained, treated, monitored, and discharged to the vicinity storm drainage system. The plan, at a minimum, shall:</p> <ul style="list-style-type: none"> Identify methods for collecting and handling water onsite for treatment prior to discharge, including locations and capacity of settling basins, treatment ponds, and/or holding tanks. Identify methods for treating water onsite prior to discharge, such as filtration, coagulation, sedimentation settlement areas, oil skimmers, pH adjustment, and other best management practices. Establish procedures and methods for maintaining and monitoring dewatering operations to ensure that no breach in the process occurs that could result in exceedance of applicable water quality objectives. Identify discharge locations and include details regarding how the discharge will be conducted to minimize erosion and scour. <p>NPDES Permit – The discharger shall request a determination from the RWQCB as to the type of permit under which the project dewatering effluent discharges will be regulated. Based on that determination, the discharger shall prepare and submit all required and relevant project information so that the RWQCB can issue appropriate guidelines and requirements (e.g., numerical effluent limitations, monitoring and reporting requirements). At a minimum, the project discharges to surface waters shall not exceed water quality objective for receiving waters included in the current San Francisco Bay Region, Water Quality Control Plan (Basin Plan), including (but not limited to):</p> <ul style="list-style-type: none"> pH shall not be depressed below 6.5 nor raised above 8.5. Turbidity shall not be greater than 10 percent in areas where natural turbidity is greater than 50 NTU. Temperature shall not be increased by more than 5°F (2.8°C) above natural receiving water temperature. Waters shall be free of coloration that causes nuisance or adversely affects beneficial uses. Waters shall not contain floating material, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect beneficial uses. Waters shall not contain oils, greases, waxes, or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect beneficial uses. All waters shall be maintained free of toxic substances in concentrations that are lethal to or that produce other detrimental responses in aquatic organisms. <p>The discharger shall comply with all monitoring and reporting requirements established by the RWQCB. Any exceedences of established narrative or numeric water quality objectives shall be reported to the RWQCB and corrective action taken. Corrective action may include an increase in residence time in treatment features (e.g., longer holding time in settling basins) and/or incorporation of additional treatment measures (e.g., addition of sand filtration prior to discharge).</p>	3. CM Team	3. SFPUC BEM	3. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance, and ensure corrective action.	3. Construction
HYD-2	Project construction could deplete groundwater resources and Alameda Creek flows	<p>Mitigation Measure HYD-2: Maintenance of Alameda Creek Flows during Construction Dewatering</p> <p>The SFPUC shall complete the proposed tunneling during the dry season when Alameda Creek is expected to be dry to minimize effects on flow in Alameda Creek due to anticipated dewatering of the launching and receiving pits, if feasible.</p> <p>If dewatering of groundwater must occur while surface water is visible in Alameda Creek (within 150 feet north and south of the pipeline crossing), then the dewatering effluent shall be discharged directly to Alameda Creek or to an upland area immediately adjacent to the creek upstream of the dewatering activity to replace the surface flows.</p>	1. SFPUC EMB 2. CM Team	1. SFPUC BEM 2. SFPUC BEM	1. Ensure that measures required for dewatering are incorporated in contract documents. 2. Ensure applicable measures are included in SWPPP.	1. Design 2. Construction

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
			Responsible Party	Reviewing & Approval Party		
		The groundwater shall be discharged in a manner that does not cause erosion or scour and is evenly distributed among the active creek channels. To prevent discharge of sediment-laden water directly into the creek, the SFPUC shall implement a method to remove sediment from the groundwater prior to discharging it to Alameda Creek, such as the use of a sedimentation basin, Baker Tank, filter bags, or discharging to a vegetated upland area where sediments can settle out before the water enters Alameda Creek. These measures shall be included in the project SWPPP. All discharges shall also be required to comply with required permits from the RWQCB. If direct discharge of groundwater to the creek is not permitted by the RWQCB, alternative methods for replenishing the flows in the creek would be acceptable, as permitted and approved by the RWQCB.	3. CM Team	3. SFPUC BEM	3. Monitor to ensure that the contractor implements measures in contract documents, report noncompliance, and ensure corrective action.	3. Construction
HYD-3	Project construction activities could temporarily alter site drainage patterns	Implement Mitigation Measure HYD-1a	-	-	-	-
HYD-7	Project operation could result in increased stormwater runoff due to new impervious surfaces	<p>Mitigation Measure HYD-7: Incorporate Alameda County Clean Water Program Design Measures to Accommodate Additional Runoff from New Impervious Surfaces</p> <p>To ensure that the 4.6 acres of new impervious surfaces do not adversely impact the banks and channel of Alameda Creek or its water quality, the SFPUC shall incorporate design measures such that, consistent with the Alameda County Clean Water Program, post-project runoff does not exceed the pre-project rates and durations and treatment is provided to remove pollutants prior to discharge to Alameda Creek.</p> <p>The SFPUC shall achieve this by implementing one or more of the below design methods or other proven method:</p> <ul style="list-style-type: none">Using Low Impact Development (LID) measures such as bioretention facilities, pervious asphalt, flow through planter boxes, infiltration basins, cisterns, and other such methods.Removing existing impervious area and restoring it to a pervious condition.Installing an energy dissipation structure and oil/sand separator along with other low impact design measures to minimize runoff. <p>The SFPUC shall qualitatively demonstrate the selected design measures would result in post-project runoff equal to or less than pre-project rates, such as through sizing low impact development methods according to the Contra Costa County Stormwater C.3 Guidebook and the use of the Bay Area Hydrograph Model, or other modeling equivalent to the modeling required by the Alameda County NPDES and C.3 requirements and the Alameda County Clean Water Program for projects that exceed 1 acre of impervious surface. The SFPUC shall submit the proposed measures to the RWQCB for review and approval.</p>	1. SFPUC EMB 2. SFPUC EMB 3. CM Team	1. SFPUC BEM 2. SFPUC BEM 3. SFPUC BEM	1. Incorporate BMPs into project design per mitigation measure. The SFPUC shall submit the proposed measures to the RWQCB for review and approval. 2. Ensure requirements for BMPs are included in contract documents. 3. Monitor to ensure contractor property installs BMPs, report noncompliance, and ensure corrective action.	1. Design 2. Design 3. Construction
HAZARDS AND HAZARDOUS MATERIALS						
HAZ-1	Construction of the proposed project could create potential hazards through transportation, use, and disposal of hazardous materials	<p>Mitigation Measure HAZ-1a: Soil Investigation Prior to Construction</p> <p>Prior to project construction, the SFPUC shall perform a soil investigation to determine the presence of chemical residues within shallow soils. Samples shall be collected from surface soils (from ground surface to 1.5 feet below the surface) in each of the proposed work areas and spoils sites that will be disturbed during project construction. These samples shall be analyzed for total copper, arsenic, lead, mercury and organochlorine pesticides. The results of the soil investigation shall be used to ensure spoils reuse and disposal meet the reuse criteria established by the SWRCB, determine if specific soils management and disposal procedures for contaminated materials are required, and determine if construction worker health and safety procedures for working with contaminated materials are required.</p>	1. SFPUC BEM 2. CM Team	1. SFPUC BEM and RWQCB 2. SFPUC BEM	1. Perform preconstruction sampling. 2. Ensure results of soil sampling are provided to contractor for incorporation in the Construction Risk Management Plan.	1. Design 2. Preconstruction

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
			Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule
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		<p>Mitigation Measure HAZ-1b: Preparation of a Construction Risk Management Plan</p> <p>The SFPUC shall prepare and implement a Construction Risk Management Plan (CRMP) that addresses hazardous materials and other worker health and safety issues that may arise during construction. The SFPUC shall ensure the CRMP includes the following details at a minimum:</p> <ul style="list-style-type: none">• Results from shallow surface sampling conducted per Mitigation Measure HAZ-1a, to determine any necessary contaminated soils and groundwater management procedures.• A site-specific Health and Safety Plan (HASP) prepared by a qualified health and safety professional in accordance with applicable laws, rules, and regulations. The HASP shall include all required measures to protect construction workers and the general public by including engineering controls, monitoring, and security measures to prevent unauthorized entry to the construction area and to reduce hazards outside the construction area. If prescribed exposure levels were exceeded, personal protective equipment shall be required for workers in accordance with state and federal regulations. Submission of the CRMP to the SFPUC, or any review of the contractor's CRMP or HASP by the SFPUC, shall not be construed as approval of the adequacy of the contractor's health and safety professional, the contractor's HASP, or any safety measure taken in or near the construction site. The contractor shall be solely and fully responsible for compliance with all laws, rules and regulations applicable to health and safety of persons during the performance of the construction work.• Soil management, reuse, and disposal procedures for excavated materials that are determined to be contaminated.• Treatment, handling, and disposal procedures for encountered groundwater determined to be contaminated.• Construction-worker health and safety procedures to address the possibility of encountering unknown contamination or subsurface hazards, such as previously unreported tanks or wells.• Fire-prevention measures including smoking in disturbed areas only and disposing of cigarette butts in waste bins, parking in non-vegetated areas, portable fire extinguishers shall be kept within ten feet of flammable or combustible liquid storage sites, welding and cutting operations, and compliance with the requirements of the California PRC, beginning with Section 4427.• Emergency-response procedures, including keeping spill cleanup materials such as absorbent pads onsite and procedures for the containment and cleanup of accidental releases of hazardous materials used or stored during construction activities.• Procedures for notification of SFPUC emergency coordinators and neighboring facilities in the event that construction activities require a temporary closure of Calaveras Road, which could interfere with emergency response or evacuation plans.• In the event of a reportable spill or other emergency incident, the contractor shall notify the SFPUC and applicable agencies in accordance with guidance from the California Office of Emergency Services (OES), as well as the Alameda County Water District (ACWD).	1. SFPUC EMB	1. SFPUC BEM	1. Ensure that requirement for contractor to prepare and submit a site health and safety plan, CRMP, measures for use and storage of hazardous materials and fire prevention are included in contract documents.	1. Design
			2. CM Team	2. SFPUC BEM	2. Ensure that contractor prepares and submits a CRMP and verify that it complies with requirements.	2. Preconstruction
			3. CM Team	3. SFPUC BEM	3. Monitor to ensure that the contractor implements measures in the CRMP and contract documents, report noncompliance, and ensure corrective action.	3. Construction
HAZ-2	Construction of the proposed project could create the potential for upset and accident conditions involving the	Implement Mitigation Measures HAZ-1a and HAZ-1b	-	-	-	-

MITIGATION MONITORING AND REPORTING PROGRAM						
Impact No.	Impact Summary	Mitigation Measure	Monitoring and Reporting Program			
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	release of hazardous materials in the environment					
HAZ-3	Construction of the proposed project could create the potential to encounter hazardous materials in soil and groundwater	Implement Mitigation Measures HAZ-1a and HAZ-1b	-	-	-	-
AGRICULTURAL RESOURCES						
AG-1	Operation of the proposed project could result in conversion of farmlands to non-agricultural uses	Mitigation Measure AG-1: Compensation for loss of Unique Farmland The SFPUC shall compensate for the conversion of Unique Farmland to non-agricultural use for spoils disposal, as indicated below: <ul style="list-style-type: none">As compensation for the permanent loss of 21 acres of Unique Farmland at the Nursery Sites 1 and 2 spoils placement areas, the SFPUC shall dedicate an irrevocable agricultural conservation easement permanently setting aside 21 acres of Unique Farmland in or near the Sunol Valley for exclusive agricultural use.As an alternative to the dedication required above, the SFPUC shall contribute funds to a local agricultural land conservancy to establish a conservation easement to protect an equivalent acreage of similarly valued land in the area.	1. SFPUC Real Estate	1. SFPUC BEM	1. Document equivalent set-aside on SFPUC land or contribution to land conservancy.	1. Construction
CUMULATIVE						
CUM-1	Cumulative traffic increases on Calaveras Road	Mitigation Measure CUM-1: Combined Sunol Valley Traffic Control Plan The SFPUC or its construction contractor(s) shall develop a Sunol Valley Traffic Control Plan that coordinates the project-specific traffic control plans developed as part of Mitigation Measure TRANS-1 and identifies additional measures to minimize the impacts of construction traffic on Calaveras Road and I-680. As applicable, these measures shall be developed consistent with the standards of Alameda County and Caltrans and could include: <ul style="list-style-type: none">Additional traffic control devices, such as traffic signals at key intersections providing access to local roadways and land uses. Traffic signals could facilitate access onto Calaveras Road at intersections and also allow for gaps in truck traffic flow to facilitate access from driveways along Calaveras Road.Additional traffic control personnel at key locations to facilitate vehicular traffic flow during peak periods of truck activity.Adjustments in truck arrival and departure schedules for the various facilities (e.g., staggering departures).Public information regarding periods when construction traffic on Calaveras Road would be greatest. Working with Caltrans to determine if warning signs, such as a “Slow Trucks” sign (California Code W51), would be appropriate to inform drivers that slow-moving trucks may interfere with the flow of traffic on I-680.	1. SFPUC EMB 2. CM Team (Traffic Construction Coordinator) 3. CM Team	1. SFPUC BEM 2. SFPUC BEM and CM Team 3. SFPUC BEM	1. Ensure that applicable measures that are identified in the coordinated plan are also included in contract documents. 2. Coordinate individual project traffic control plans and develop a coordinated plan that includes measures that address traffic resulting from multiple projects in the Sunol Valley. 3. Monitor to ensure that the contractor implements measures in the contract documents, report noncompliance, and ensure corrective action.	1. Design 2. Preconstruction and Construction 3. Construction

BAAAQMD = Bay Area Air Quality Management District

BEM = (SFPUC) Bureau of Environmental Management

CEQA = California Environmental Quality Act

CDFG = California Department of Fish and Game

CM Team = (SFPUC) Construction Management Bureau and Construction Management Consultant

dBA = A-weighted decibel

EMB = (SFPUC) Engineering Management Bureau

ERO = (SF Planning Department) Environmental Review Officer

MEA = San Francisco Planning Department, Major Environmental Analysis Division

MLD = Most Likely Descendant

NACH = Native American Heritage Commission

NRLMD = (SFPUC) Natural Resources and Lands Management Division

RWQCB = Regional Water Quality Control Board

SFPUC = San Francisco Public Utilities Commission

USFWS = U.S. Fish and Wildlife Service

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CHAPTER 7

Comments and Responses

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 09-0203

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water System Improvement Program (WSIP) for the improvements to the regional water supply system, otherwise known as Project No. CUW38101, Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project; and

WHEREAS, The objectives of the Project are to:

- Comply with the California Department of Public Health (CDPH) Compliance Order (Order 02-04-96C-001) to provide treated water storage to serve as a buffer for potential treatment failures at the SVWTP;
- Add redundant facilities at the SVWTP to improve treatment reliability by increasing the plant's "sustainable capacity" to 160 mgd, defined as the ability to treat 160 mgd for at least 60 days with the largest piece of equipment or process component (e.g., flocculation and sedimentation basin) out of service for maintenance (overall hydraulic peak capacity at the plant would remain 160 mgd);
- Provide ability to reliably augment water supply with as much as 160 mgd of water from the Alameda Creek watershed during unplanned outages of the Hetch Hetchy supply; and
- Provide ability to sustainably treat as much as 160 mgd of Hetch Hetchy water at the SVWTP during an unplanned Hetch Hetchy water quality event.

WHEREAS, On December 3, 2009, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2006.0137E, consisting of the Draft EIR, the Comments and Responses document, and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in its Motion No. _____; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project and the FEIR; and

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public in File No. 2006.0137E, at 1650 Mission Street, Fourth Floor, San Francisco, California; and those files are part of the record before this Commission; and

WHEREAS, SFPUC staff prepared proposed findings, as required by CEQA, (CEQA Findings) in Attachment A to this Resolution and a proposed Mitigation, Monitoring and

Reporting Program (MMRP) in Attachment B to this Resolution, which material was made available to the public and the Commission for the Commission's review, consideration and action; and

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the Water System Improvement Program (WSIP); and

WHEREAS, A Final Program EIR (PEIR) was prepared for the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No. 17734; and

WHEREAS, Thereafter, the SFPUC approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-200; and

WHEREAS, The FEIR prepared for the Project is tiered from the PEIR, as authorized by and in accordance with CEQA; and

WHEREAS, The PEIR has been made available for review by the SFPUC and the public, and is part of the record before this Commission; and

WHEREAS, The Project includes work located in Alameda County, and SFPUC staff may seek to enter into a Memoranda of Agreement ("MOA") with this local jurisdiction, addressing such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the local jurisdiction, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property agreements for Project construction, and (d) the parties' respective indemnification and insurance obligations; and

WHEREAS, The SFPUC has issued leases, permits, or licenses to certain parties to use for various purposes portions of City-owned property along the SFPUC right of way where the Project work will occur, and in some instances, there is apparent use of City-owned property by other parties for which there is no evidence of SFPUC authorization, or other parties hold property rights or interests on lands along, over, adjacent to or in the vicinity of the right of way, and it may be necessary for the Project for the General Manager, or his designee, to (a) exercise rights under any such deed, lease, permit, or license or (b) negotiate and execute new or amended leases, permits, licenses, or encroachment removal or other project related agreements (each, a "Use Instrument") with owners or occupiers of property interests or utility facilities or improvements on, along, over, adjacent to or in the vicinity of, City property with respect to uses and structures, fences, and other above-ground or subterranean improvements or interests, orchards, trees, or other vegetation, or to implement Project mitigation measures or accommodate Project construction activities and schedule; and

WHEREAS, Implementation of the Project will involve consultation with, or required approvals by, state and federal regulatory agencies, including but not limited to the following: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Transportation, State Historic Preservation Officer, California Department of Fish and Game,

San Francisco Bay Regional Water Quality Control Board, and Bay Area Air Quality Management District; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the Final EIR (FEIR), finds that the FEIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached hereto as Exhibit A and incorporated herein as part of this Resolution by this reference thereto, and adopts the MMRP attached to this Resolution as Exhibit B and incorporated herein as part of this Resolution by this reference thereto, and authorizes a request to the Board of Supervisors to adopt the same CEQA Findings, Statement of Overriding Considerations and MMRP; and be it

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW38101 Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project and authorizes staff to proceed with actions necessary to implement the Project consistent with this Resolution, including advertising for construction bids, provided, however, that staff will return to seek Commission approval for award of the construction contract; and be it,

FURTHER RESOLVED, The General Manager will confer with the Commission during the negotiation process on real estate agreements as necessary, and report to the Commission on all agreements submitted to the Board of Supervisors for approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and execute a Memoranda of Agreement to facilitate and coordinate the Project work, if necessary, with Alameda County (the "Project MOA") in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, and in compliance with the Charter and all applicable laws, and approved as to form by the City Attorney. The Project MOA may address such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the local jurisdiction, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property licenses required to permit Project construction, and (d) the parties' respective indemnification and insurance obligations, subject to the San Francisco Risk Manager's approval; and, be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to exercise any right as necessary under any deed or Use Instrument and negotiate and execute new or amended Use Instruments, if necessary for the Project, with owners or occupiers of property interests or utility facilities or improvements on, along, over, adjacent to, or in the vicinity of the SFPUC right of way, in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to accommodate Project construction activities and schedule, carry out Project related mitigation measures, and to otherwise effectuate the purposes and intent of this Resolution, in compliance with the Charter and all applicable laws, and in such form approved by the City Attorney; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state and federal regulatory agencies, including but not limited to: U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Transportation, State Historic Preservation Officer, California Department of Fish and Game, and San Francisco Bay Regional Water Quality Control Board, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to work with the Director of Real Estate to seek Board of Supervisors approval if necessary, and provided any necessary Board approval is obtained, to accept and execute the real property agreements authorized herein; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to enter into any subsequent additions, amendments or other modifications to the permits, licenses, encroachment removal agreements, leases, easements and other Use Instruments or real property agreements, or amendments thereto, as described herein, that the General Manager, in consultation with the Commercial Land Manager and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____

December 8, 2009



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 20-0237

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires specialized and short-term staff augmentation to City staff to manage multiple overlapping construction projects planned over the next seven years under the Regional Water Enterprise Capital Improvement Program (WECIP) and the remainder of the Regional Water System Improvement Program (WSIP); and

WHEREAS, It is necessary to procure the services of qualified construction management firms to provide specialized construction management services to supplement SFPUC staff for the proposed projects; and

WHEREAS, The estimated cost of services for each agreement is \$9,000,000; and

WHEREAS, SFPUC advertised a Request for Proposals (RFP) for Construction Management Services for the East Bay Region on December 31, 2019; and

WHEREAS, Services are anticipated to begin in January 2021 and end in January 2028, with a duration of seven years for each agreement; and

WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of the six proposal scores, determined that Cooper Puga Management/CM Pros () Joint Venture (CPM/CM Pros JV) (PRO.0140A) and Hazen and Sawyer/Avila and Associates/Dabri Joint Venture (Hazen/Avila/Dabri JV) (PRO.0140B) are the top two ranked firms based on the established scoring criteria; and

WHEREAS, CMD established a 15% Local Business Enterprise (LBE) subconsultant participation requirement for this agreement, and CPM/CM Pros JV committed to an LBE subconsultant participation of 17% and Hazen/Avila/Dabri JV committed to an LBE subconsultant participation of 15.35% with their proposals; and

WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within two (2) weeks of the date of the Commission award; failure of the bidder to obtain compliance certification from CMD may, in the General Manager's sole discretion, result in award of the agreement to the next highest ranked proposer or re-advertising and re-selecting consultants; and

WHEREAS, Of the projects for which services would be provided under these agreements, the SFPUC has completed California Environmental Quality Act (CEQA) review for the Alameda Creek Recapture Project, the East Bay Regional Park District Water System, and the Town of Sunol Pipeline; and

WHEREAS, Authorization to execute these two professional services agreements is not an approval of the remaining projects for which CEQA review has not been completed, because the SFPUC retains sole and absolute discretion to terminate the agreements for convenience for any reason, including as a result of any decision that the SFPUC may make separately about the proposed projects, following consideration of the environmental review for the projects; and

WHEREAS, The SFPUC will separately consider approval of these remaining projects following completion of environmental review and retains discretion to, among other things, modify the projects to mitigate significant environmental impacts, require the implementation of specific measures to mitigate any significant environmental impacts of the projects, or reject the projects; and

WHEREAS, Construction of these projects would not commence prior to completion of CEQA review and the approval process for the projects, and the construction management services provided under these agreements will not occur until the SFPUC issues a Notice to Proceed, and would not occur at all if the projects are not approved; and

WHEREAS, prior to completion of CEQA review, adoption of any CEQA document or determination, CEQA findings, and Mitigation and Monitoring Reporting Program, and SFPUC Commission approval of these projects, work under these contracts on these projects will consist solely of support for planning and design; and

WHEREAS, In the event that the SFPUC Commission approves the projects, separate construction contracts would be procured and any construction management services during construction would be undertaken only at that time; and

WHEREAS, Funds for Agreement Nos. PRO.0140A & B will be available at the time of individual task order awards from Regional Water Enterprise operating and/or capital budgets; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of CPM/CM Pros JV and Hazen/Avila/Dabri JV, awards (1) Regional Water Enterprise operating and/or capital budget-funded Agreement No. PRO.0140A, Construction Management Services for the East Bay Region, to CPM/CM Pros JV and (2) Agreement No. PRO.0140B, Construction Management Services for the East Bay Region, to Hazen/Avila/Dabri JV, to provide construction management services for various Regional Water Enterprise construction projects, and authorizes the General Manager to execute these two professional services agreements with the two consultants, each for an amount not-to-exceed \$9,000,000, and each with a duration of seven years, and, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer(s).

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting December 8, 2020.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 24-0111

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) Sunol Valley Water Treatment Plant Ozone project is necessary to control taste and odor in the raw water supplied to the Sunol Valley Water Treatment Plant; and

WHEREAS, On September 29, 2023, the SFPUC advertised Contract No. WD-2897, Sunol Valley Water Treatment Plant Ozonation; and

WHEREAS, The Engineer's Estimate is \$183,000,000 for this construction work to install a raw water ozone treatment system and associated facilities and equipment at the Sunol Valley Water Treatment Plant to control taste and odor in the raw water supplied from San Antonio and Calaveras Reservoirs; and

WHEREAS, The contract duration is 1,612 consecutive calendar days; and

WHEREAS, On January 11, 2024, SFPUC received and publicly opened three bids; and

WHEREAS, Staff and Contract Monitoring Division (CMD) reviewed the bids and the application of bid preferences and determined that J.F. Shea Construction, Inc., is the responsible bidder with the lowest responsive bid; and

WHEREAS, CMD established an 8% Local Business Enterprise (LBE) subcontracting requirement for this contract, and J.F. Shea Construction, Inc., committed to 8.65% LBE subcontractor participation in its bid submittal; and

WHEREAS, SFPUC has submitted an application to the State Water Resources Control Board for a State Revolving Fund (SRF) loan and may apply for Water Infrastructure Financing and Innovation Act (WIFIA) funding from the Environmental Protection Agency as well to provide low-interest financing for eligible project costs. If the project is selected by these funding programs, Business Services would return to the Commission to request approval to enter into any funding agreement; and

WHEREAS, On October 30, 2008, by Motion No. 17734, the Planning Commission certified a Final Program Environmental Impact Report (Program EIR) prepared for the Water System Improvement Program (WSIP) and on October 30, 2008, by Resolution No. 08-0200, this Commission approved the WSIP and adopted findings and a Mitigation Monitoring and Reporting Program, as required by the California Environmental Quality Act (CEQA); and

WHEREAS, On December 3, 2009, the Planning Commission, by Motion No. 17992, certified the Final Environmental Impact Report (Final EIR) for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project (Case Number 2006.0137E), which is tiered from the 2008 Program EIR and on December 08, 2009, by Resolution No. 09-0203, this Commission approved the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project and adopted CEQA findings and a Mitigation Monitoring and Reporting Program required by the CEQA; and

WHEREAS, On July 13, 2023, the San Francisco Planning Department issued an Addendum to the Final EIR to construct a new ozonation facility and a new polymer feed facility at the plant, and to conduct repairs and improvements to existing treatment facilities at the plant and no public comments on the addendum were received; and the work under Contract No. WD-

2897, Sunol Valley Water Treatment Plant Ozonation is within the scope of the project authorized under the Final EIR and Addendum; and

WHEREAS, On March 13, 2024, the Addendum was circulated to the State Clearinghouse (SCH Number 2007082014) for public review and no comments were received; and

WHEREAS, The San Francisco Planning Department is the custodian of records, located in File No. 2006.0137E, at 49 South Van Ness Avenue, Suite 1400, San Francisco, California, 94103, which have been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, The Project files, including the Program EIR, Final EIR, Addendum to the Final EIR, Resolution No. 09-0203, CEQA Findings and the Mitigation Monitoring and Reporting Program have been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, This Commission has reviewed and considered the information contained in the Program EIR, Final EIR, the findings contained in SFPUC Resolution No. 09-0203, the Addendum to the Final EIR and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; and

WHEREAS, Funding from Project No. 10033123, Sunol Valley Water Treatment Plant Ozone, will be available incrementally over the life of the contract through the Water Enterprise Capital Improvement Program; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the Program EIR, Final EIR and the Addendum and the record as a whole, finds that the Final EIR and Addendum is adequate for its use as the decision-making body for the Project and incorporates the CEQA findings contained in Resolution No. 09-0203 by this reference thereto as though set forth in this Resolution; and be it

FURTHER RESOLVED, This Commission further finds that since the Program EIR and Final EIR as modified by the Addendum were finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to them due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in them; and be it

FURTHER RESOLVED, That this Commission hereby awards Contract No. WD-2897, Sunol Valley Water Treatment Plant Ozonation, to the responsible bidder that submitted the lowest responsive bid, J.F. Shea Construction, Inc., in the amount of \$234,782,000, and for a duration of 1,612 consecutive calendar days.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 14, 2024.

Cirilo Espinoza

Acting Commission Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 25-0028

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires specialized and short-term staff augmentation to City staff to manage multiple overlapping construction projects planned over the next five years under the 10-Year Water Enterprise Capital Improvement Program and Regional Water System Improvement Program; and

WHEREAS, On December 8, 2020, by Resolution No. 20-0237, the Commission awarded Contract No. PRO.0140.A, Construction Management Services for the East Bay Region, to CPM/CM Pros Joint Venture (JV), for an amount not to exceed \$9,000,000 and with a duration of seven years; and

WHEREAS, On May 14, 2024, by Resolution No. 24-0111, this Commission awarded construction Contract No. WD-2897, Sunol Valley Water Treatment Plant Ozonation, to J.F. Shea Construction, Inc., in the amount of \$234,782,000 with a construction duration of 1,612 consecutive calendar days, and the construction Notice-to-Proceed was issued on September 30, 2024; and

WHEREAS, On October 31, 2024, the SFPUC advertised Contract No. WD-2909, Sunol Valley Water Treatment Plant Short Term Improvements, and on January 16, 2025, the SFPUC received five bids; and

WHEREAS, Staff recommends that the Commission approve proposed Amendment No. 1 to Contract No. PRO.0140.A to increase the contract not-to-exceed amount by \$25,000,000 and extend the contract duration by two years, for a total contract not-to-exceed amount of \$34,000,000 and a total contract duration of nine years, to provide continued and additional construction management, construction inspection, special inspection, materials testing, project controls, and safety oversight services for Contract No. WD-2897, Sunol Valley Water Treatment Plant Ozonation Project, and Contract No. WD-2909 and Sunol Valley Water Treatment Plant Short Term Improvements Project; and

WHEREAS, The Contract Monitoring Division established a 15% Local Business Enterprise (LBE) subconsultant participation requirement for this contract, CPM/CM Pros JV committed to a LBE subconsultant participation of 17% with its bid submittal, and this remains unchanged; and

WHEREAS, On October 30, 2008, by Motion No. 17734, the Planning Commission certified a Final Program Environmental Impact Report (Program EIR) prepared for the Water System Improvement Program (WSIP), and on October 30, 2008, by Resolution No. 08-0200, this Commission approved the WSIP and adopted findings and a Mitigation Monitoring and Reporting Program, as required by the California Environmental Quality Act (CEQA); and

WHEREAS, On December 3, 2009, the Planning Commission, by Motion No. 17992, certified the Final Environmental Impact Report (Final EIR) for the Sunol Valley Water Treatment Plant Expansion and Treated Water Reservoir Project (Case Number 2006.0137E), which is tiered from the 2008 Program EIR and on December 08, 2009, by Resolution No. 09-0203, this Commission approved the Sunol Valley Water Treatment Plant Expansion and Treated Water

Reservoir Project and adopted CEQA findings and a Mitigation Monitoring and Reporting Program required by the CEQA; and

WHEREAS, On July 13, 2023, the San Francisco Planning Department issued an Addendum to the Final EIR to construct a new ozonation facility and a new polymer feed facility at the plant, and to conduct repairs and improvements to existing treatment facilities at the plant, and no public comments on the addendum were received; and the work under Contract No. PRO.0140.A, Construction Management Services for the East Bay Region, is within the scope of the project authorized under the Final EIR and Addendum; and

WHEREAS, On March 13, 2024, the Addendum was circulated to the State Clearinghouse (SCH Number 2007082014) for public review, and no comments were received; and

WHEREAS, The San Francisco Planning Department is the custodian of records, located in File No. 2006.0137E, at 49 South Van Ness Avenue, Suite 1400, San Francisco, California, 94103, which have been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, Staff has made the Project files available, including the Program EIR, Final EIR, Addendum to the Final EIR, Resolution No. 09-0203, CEQA Findings and the Mitigation Monitoring and Reporting Program for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, This Commission has reviewed and considered the information contained in the Program EIR, Final EIR, the findings, SFPUC Resolution No. 09-0203, the Addendum to the Final EIR and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; and

WHEREAS, Funds for this contract are available from Project No. 10033123, Sunol Valley Water Treatment Plant Ozonation, Project No. 10015064, Sunol Valley Water Treatment Plant Short Term Improvements, and Project No. 10015281, Alameda Creek Recapture; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the Program EIR, Final EIR and the Addendum and the record as a whole, and finds that the Final EIR and Addendum are adequate for its use as the decision-making body for the Project and incorporates the CEQA findings and Resolution No. 09-0203 by this reference thereto as though set forth in this Resolution; and be it

FURTHER RESOLVED, This Commission further finds that since the Program EIR and Final EIR as modified by the Addendum were finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to them due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in them; and be it

FURTHER RESOLVED, That this Commission hereby approves Amendment No. 1 to Contract No. PRO.0140.A, Construction Management Services for the East Bay Region, with CPM/CM Pros JV, increasing the contract not-to-exceed amount by \$25,000,000 and extending the contract duration by two years, for a total not-to-exceed contract amount of \$34,000,000, and a total contract duration of nine years, subject to the Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the San Francisco Public Utilities Commission at its meeting of February 11, 2025.



Director of Commission Affairs
San Francisco Public Utilities Commission



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250169

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
James Sakai	(415) 271-1939
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Construction Management Bureau	jsakai@sfgwater.org

5. CONTRACTOR	
NAME OF CONTRACTOR CPM/CM Pros JV	TELEPHONE NUMBER 415-543-6515
STREET ADDRESS (including City, State and Zip Code) 1663 Mission St., Suite #425, San Francisco, CA 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 250169
DESCRIPTION OF AMOUNT OF CONTRACT NTE \$34,000,000		
NATURE OF THE CONTRACT (Please describe) Provide construction management services for three projects in the East Bay Region for the San Francisco Public Utilities Commission. The three projects are WD-2825R - Alameda Creek Recapture, WD-2897 - Sunol Valley Water Treatment Plant Ozonation, and WD-2909 - Sunol Valley Water Treatment Plant Short Term Improvements.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Messiah/CPM/CM Pros JV	Samir	Other Principal Officer
2	CPM/CM Pros JV/ Rayasam	Chris	CEO
3	Shimaneck/CPM/CM Pros JV	Mindy	Other Principal Officer
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	



FROM: Jeremy Spitz, Policy and Government Affairs

DATE: February 14, 2025

SUBJECT: [Agreement Amendment – CPM/CM Pros JV- PRO.0140A - Construction Management Services for the East Bay Region – Not to Exceed \$34,000,0000]

Please see attached a proposed Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to execute Amendment No.1 to Professional Services Agreement PRO.0140A, Construction Management Services for the East Bay Region, with CPM/CM Pros Joint Venture, increasing the contract not-to-exceed amount by \$25,000,000 and increasing the contract duration by two years, for a total not-to-exceed contract amount of \$34,000,000 and a total contract duration of nine years, starting June 2021 through June 2030, pursuant to Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- Draft Amendment (Word Doc Version)
- Form 126 (PDF Version)
- Executed Agreement (PDF Version)
- SFPUC Resolution No.20-0237 (PDF Version)
- SFPUC Resolution No. 24-0111 (PDF Version)
- SFPUC Resolution No. 09-0203 (PDF Version)
- SFPUC Resolution No.25-0028 (PDF Version)
- Addendum 1 to Environmental Impact Report (PDF Version)
- Attachment A CEQA Findings (PDF Version)
- Attachment B Mitigation Monitoring and Reporting Program (PDF Version)
- Appendix A Notice of Preparation and Scoring Report (PDF Version)
- Chapter 7 Comments and Responses (PDF Version)
- Final Environmental Impact Report (PDF Version)

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

Daniel L. Lurie
Mayor

Kate H. Stacy
President

Joshua Arce
Vice President

Avni Jamdar
Commissioner

Steve Leveroni
Commissioner

Dennis J. Herrera
General Manager

