

File No. 220413

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 25, 2022

Board of Supervisors Meeting Date _____

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Completed by: Brent Jalipa Date May 20, 2022

Completed by: Brent Jalipa Date _____

1 [Water Enterprise Agreement - McMillen Jacobs Associates - Planning and Design Services,
2 Mountain Tunnel Improvements - Not to Exceed \$28,780,000]

3 **Resolution approving Amendment No. 1 to the Mountain Tunnel Improvements Project,**
4 **Agreement No. CS-249, Planning and Design Services, Mountain Tunnel Improvements,**
5 **with McMillen Jacobs Associates, to increase the contract amount by \$7,780,000 and**
6 **increase the contract duration by three years, for a total not to exceed contract amount**
7 **of \$28,780,000 and a total contract duration of 13 years, with a new term period of**
8 **February 2016 through February 2029, to provide specialized engineering services for**
9 **the Mountain Tunnel improvements Project, pursuant to Charter, Section 9.118.**

10
11 WHEREAS, Mountain Tunnel is a critical, non-redundant link in the Hetch Hetchy water
12 system, conveying the San Francisco Public Utilities Commission (SFPUC) water supply from
13 Kirkwood Powerhouse to Priest Reservoir having been in service since 1925, sections of the
14 original lining have been deteriorated, due to age, original construction deficiencies and
15 deferred maintenance, leaving the SFPUC vulnerable to not meeting the Levels of Service
16 objectives and deliver reliability; and

17 WHEREAS, On December 15, 2015, by Resolution No. 519-15, the Board of
18 Supervisors (Board) approved the award of Agreement No. CS-249, Planning and Design
19 Services, Mountain Tunnel Improvements, with an amount not to exceed \$21,000,000, and
20 with a duration of up to ten years, to McMillen Jacobs Associates (MJA) for its necessary
21 specialized expertise in design and rehabilitation of deep tunnels through hard rock; and

22 WHEREAS, The original scope of services for Agreement No. CS-249 was for the
23 planning, design, and engineering support during construction (ESDC) of a new 12-mile
24 bypass tunnel; and

1 WHEREAS, An alternatives analysis recommended that the scope be changed to
2 instead rehabilitate the original tunnel and construct a new downstream flow control facility
3 that is estimated to save between \$260 million to \$370 million in capital costs; and

4 WHEREAS, Due to the major scope change from a bypass tunnel to a more extensive
5 project including rehabilitation of the existing tunnel, improvements to access roadways, a
6 new flow control facility, and other miscellaneous improvements, additional ESDC services
7 are required to support the existing construction contract (HH-1000R) through its duration;
8 and

9 WHEREAS, SFPUC is seeking approval of Amendment No. 1 to increase the
10 agreement by \$7,780,000, and extend the agreement duration by three years, to February
11 2029, increasing the total not to exceed agreement amount to \$28,780,000 and extending the
12 agreement duration to 13 years to continue support during the six years of construction, and
13 to provide engineering support for project closeout; and

14 WHEREAS, A delay in amending the agreement will potentially delay capital
15 improvements to Mountain Tunnel, which if unaddressed, will result in extending the water
16 quality and delivery reliability risks associated with the existing condition of the Mountain
17 Tunnel; and

18 WHEREAS, A Contract Monitoring Division (CMD) established a sub consulting
19 requirement of 10% Local Business Enterprise (LBE) participation of the total value of
20 services to be provided has been established for this agreement, and MJA, committed to an
21 LBE sub consulting participation of 13.84% with their proposal, remains unchanged; and

22 WHEREAS, Funds for these agreements are available from Project No. CUH 10221
23 operating and/or capital budget; and

24 WHEREAS, On April 12, 2022, by Resolution No.22-0067, the SFPUC approved
25 Amendment No. 1 to the Mountain Tunnel Improvements Project funded Agreement No. CS-

1 249, Planning and Design Services, Mountain Tunnel Improvements, with MJA, increasing the
2 agreement by \$7,780,000 and increasing the agreement duration by three years, subject to
3 the Board of Supervisors approval under Charter, Section 9.118; now, therefore, be it

4 RESOLVED, That this Board of Supervisors hereby authorizes the General Manager of
5 the San Francisco Public Utilities Commission to execute Amendment No.1 to the Mountain
6 Tunnel Improvements Project, CUH 10221-funded Agreement No. CS-249, Planning and
7 Design Services, Mountain Tunnel Improvements, with McMillen Jacobs Associates,
8 increasing the contract by \$7,780,000 and increasing the contract duration by three years, for
9 a total not-to-exceed contract amount of \$28,780,000 and a total contract duration of 13
10 years, to provide specialized engineering services for the Mountain Tunnel improvements
11 Project; and

12 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
13 executed by all parties the San Francisco Public Utilities Commission shall provide the final
14 agreement to the Clerk of the Board for inclusion into the official file.

<p>Item 5 File 22-0413</p>	<p>Department: Public Utilities Commission (SFPUC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the first amendment to the SFPUC’s agreement with McMillen Jacobs Associates, which increases the not to exceed amount of the contract from \$21,000,000 to \$28,780,000 and exercises the existing agreement’s three-year option to extend the term through February 2029. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The Mountain Tunnel transports raw Hetch Hetchy Reservoir drinking water from Early Intake to Priest Reservoir. The tunnel was completed in 1925 and the lining is deteriorating. The scope of work for the original contract assumed the construction of a bypass tunnel and a total project cost of \$680 million. Since then, the SFPUC has decided to rehabilitate the existing tunnel for a lower project cost of \$238.2 million. Following a competitive solicitation, the SFPUC awarded a design contract with McMillen Jacobs Associates for a not to exceed amount of \$21 million (File 15-1169). • Although the total project cost has decreased, the SFPUC is requesting an amendment to the design contract to accommodate the increase in design work for unplanned tunnel repair and rehabilitation work, tunnel entry improvements, access road improvements, and installation of a new flow control facility at Priest Reservoir. • Construction of the flow control facility is underway as are other components of the rehabilitation project. Costs are funded by Water Enterprise capital revenues, which include water revenues, water bonds, and capacity fees. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Billing rates were established in the original agreement, which allowed for adjustments by regional inflation. Current rates range from \$115 to \$250 per hour, which include labor, overhead, and profit. Rates are capped at \$250 per hour. Subconsultant markups are capped at five percent. <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

Mountain Tunnel Project

The Mountain Tunnel transports raw Hetch Hetchy Reservoir drinking water from Early Intake to Priest Reservoir (see Appendix A of this report for a map of the SFPUC water system). The tunnel was completed in 1925 and the lining is deteriorating. The project’s scope of work includes tunnel repair and rehabilitation work, tunnel entry improvements, access road improvements, and installation of a new flow control facility at Priest Reservoir. Construction of the flow control facility is underway as are other components of the rehabilitation project.

Construction requires annual shutdowns of the tunnel, the first of which occurred from January 2022 to March 2022. The SFPUC will provide 4 additional shutdowns, one per year for the next 4 years, to support the project’s forecasted substantial completion on October 28, 2026. During shutdowns, the SFPUC relies on local storage to fulfill its water delivery services to its customers as no water is being delivered from Hetch Hetchy Reservoir during this time. The outages also impact Hetch Hetchy power generation operations. Power generation from Moccasin Powerhouse is not possible during the tunnel shutdowns and power generation at Kirkwood is significantly reduced. Local domestic water supply to Moccasin Camp is also interrupted and the SFPUC has installed a temporary water treatment facility to treat water during construction shutdowns.

The budget for the Mountain Tunnel Project is shown below.

Exhibit 1: Mountain Tunnel Project Budget

Phase	Approved	Spent	Remaining
Planning	5,914,671	5,914,671	0
Environmental	2,780,528	2,780,528	0
Design	15,467,745	15,467,745	0
Construction Management	52,658,685	7,991,985	44,666,700
Construction	161,397,322	28,680,228	132,717,094
Total	238,218,951	60,835,157	177,383,794

Source: Staff Presentation to SFPUC, April 12, 2022

As shown above, the planning, design, environmental, and design phases of the project are complete, but the majority of the construction work remains. Overall, the project is 25.5 percent

complete. The project is part of the Water Enterprise's capital improvement program, which is funded by water revenues, water bonds, and capacity fees.

Original Agreement

Following a competitive solicitation, the SFPUC awarded a design contract with McMillen Jacobs Associates for a not to exceed amount of \$21 million and a term January 2016 – January 2026, with options to extend through January 2029. The Board of Supervisors approved the contract in December 2015 (File 15-1169). The contract was executed in February 2016.

The scope of work for the original contract assumed the construction of a bypass tunnel and a total project cost of \$680 million. Since then, the SFPUC has decided to rehabilitate the existing tunnel for a lower project cost of \$238.2 million, as shown above. Although the total project cost has decreased, the SFPUC is requesting an amendment to the design contract, detailed below.

Social Impact Partnership

The original agreement included \$177,050 in community benefits commitment over the life of the agreement, detailed in Appendix B. For the first two years of the agreement, Contractor was to provide \$29,000 in direct financial contributions, \$44,800 in volunteer hours, and \$2,000 in in-kind contribution for a total of \$75,800 in community benefits commitments. For the remaining eight years of the agreement, Contractor was to provide \$40,000 in direct financial contributions and \$61,250 spent in volunteer hours for a total of \$101,050 of community benefits commitments. Appendix B shows the community benefits that were part of the original agreement. According to SFPUC, 87 percent of the commitments have been fulfilled.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to the SFPUC's agreement with McMillen Jacobs Associates, which increases the not to exceed amount of the contract from \$21,000,000 to \$28,780,000 and exercises the existing agreement's three-year option to extend the term through February 2029.

Expanded Work

According to PUC's contract modification memo dated September 10, 2021, although the total cost of the Mountain Tunnel project has decreased, changing the project's scope of work from constructing a bypass tunnel to restoring the existing tunnel requires additional design and construction support because of unplanned tunnel improvements, five miles of new roads, and the new flow control facility. The original contract assumed 70 design drawings, but 900 design drawings have been completed so far.

New work consists of Engineering Support During Construction, a task which includes design review of solicitations, drawings for change orders, field engineering (monitoring and documentation of field conditions, tunneling activities, water inflow, spoils characteristics, grouting), field engineering support (quality assurance and other analysis), and preparing drawings based on as-built construction.

Subcontractors

The McMillen Jacobs agreement includes several subcontractors, shown below. Those marked with an (*) are local business enterprises certified by the Contract Monitoring Division.

Exhibit 1: Subcontractors

Subcontractor	Scope of Work
Black & Veatch	Hydraulic/Power/Operation and Maintenance
Structus*	Structural support
Joe Hill*	Outage support
Gregg Korbin	Technical Advisor
GEI	Geotechnical Support

Source: Task Order 14, Rev X, CS-249 Mountain Tunnel Improvement Project

FISCAL IMPACT**Billing rates**

Billing rates were established in the original agreement, which allowed for adjustments by regional inflation. Current rates range from \$115 to \$250 per hour, which include labor, overhead, and profit. Rates are capped at \$250 per hour. Subconsultant markups are capped at five percent.

Budget for New Spending

Exhibit 2 below shows the budget for the proposed \$7.8 million new spending.

Exhibit 2: New Spending

New Spending	Cost
Engineering Support During Construction	\$3,429,762
Field Engineering Support	3,224,778
Record Drawings	457,596
Subconsultant Markups	105,413
Other Direct Costs	557,562
Total	\$7,775,110

Source: SFPUC

Note: Other Direct Costs are primarily travel costs.

Costs are funded by Water Enterprise capital revenues, which include water revenues, water bonds, and capacity fees.

RECOMMENDATION

Approve the proposed resolution.

Appendix: SFPC Water System



Appendix B: Community Benefits

Category	Partner	Outcome	Timeline	Financial Contribution	Volunteer Hours	Rate	Volunteer Hours Value	In-Kind Contribution	Total
Workforce Development	Columbia College, Sonora	Scholarships for continued higher education	2 years	\$8,000	16	\$175	\$2,800		\$10,800
Economic Development	Unspecified vendors in San Francisco, Tuolumne, and Mariposa Counties	Spend money in community	2 years	\$10,000	0	\$0	\$0	\$0	\$10,000
Environmental	Yosemite National Park	Presevation & maintenance	2 years	\$1,000	96	\$175	\$16,800	\$0	\$17,800
Environmental	Camp Mather	Clean up in Tuolumne County	2 years	\$0	64	\$175	\$11,200	\$2,000	\$13,200
Education	Mariposa Unified School District	Technology Donation	2 years	\$10,000	0	\$0	\$0	\$0	\$10,000
Corporate Social Responsi	Varies	Staff contribution and volunteering in affected areas	2 years	\$0	80	\$175		\$14,000	\$14,000
Subtotal, Years 1 & 2				\$29,000	256		\$30,800	\$16,000	\$75,800
Ongoing Commitments	Unspecified	Unspecified	8 years	\$40,000	350	\$175	\$61,250	\$0	\$101,250
Total				\$69,000	606		\$92,050	\$16,000	\$177,050

Source: Appendix A of Original Agreement

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

First Amendment

**Planning & Design Services, Mountain Tunnel Improvements with
Jacobs Associates, Inc. dba McMillen Jacobs Associates
CS-249**

THIS FIRST AMENDMENT (this “Amendment”) is made as of [insert date], in San Francisco, California, by and between **Jacobs Associates, Inc. dba McMillen Jacobs Associates** (“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, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposal (“RFP”) on June 17, 2015 and this modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on July 20, 2015 from the Civil Service Commission under PSC number 41561 – 14/15 in the amount of \$21,000,000 for the period of eleven (11) years and two (2) days; and

WHEREAS, approval for this Amendment was obtained on [insert date of Civil Service Commission action or DHR Approval Date] from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 41561 – 14/15 in the amount of \$30,276,000 for the period of [insert number of years]; and

WHEREAS, the City’s San Francisco Public Utilities Commission approved this Agreement by [insert resolution number] on [insert date of Commission or Board action]; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution Number [insert resolution number] on [insert date of Board action].

NOW, THEREFORE, Contractor and the City 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 1st day of February, 2016 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.** Article 2 Term of the Agreement of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on the latter of: (i) **February 15, 2016; or (ii) the Effective Date and expires on February 14, 2026**, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to extend this Agreement for up to three 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."

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

2.1 The term of this Agreement shall commence on the latter of: (i) **February 15, 2016; or (ii) the Effective Date and expires on February 14, 2029**, unless earlier terminated as otherwise provided herein.

2.2 Reserved.

2.2 **Payment.** Section 3.3.1 Payment of the Agreement currently reads as follows:

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SPFUC, 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 Twenty-One Million Dollars (\$21,000,000.)** The breakdown of charges associated with this Agreement appears in Appendix B and B-1, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SPFUC, 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 Twenty-Eight Million Seven Hundred Eighty Thousand Dollars (\$28,780,000.)** The breakdown of charges associated with this Agreement appears in Appendix B and B-1, "Calculation of Charges." Attached hereto and incorporated by

reference as though fully set forth herein. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Definitions. *The following is hereby added to the Agreement as a Definition in Article 1:*

1.10 “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).

3.2 Assignment. *The following is hereby added to Article 4 of the Agreement, replacing the previous Section 4.5 in its entirety:*

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.

3.3 Withholding. *The following is hereby added to Article 7 of the Agreement:*

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.

3.4 Consideration of Salary History. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.4 in its entirety:*

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.

3.5 Limitations on Contributions. *The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.11 in its entirety:*

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.

3.6 Notification of Legal Requests. *The following section is hereby added and incorporated in Article 11 of the Agreement:*

11.13 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.

3.7 Management of Private, Proprietary or Confidential Information and City Data.
The following is hereby added and incorporated into Article 11 of the Agreement:

11.14 Management of Private, Proprietary or Confidential Information and City Data.

11.14.1 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.

11.14.2 Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, 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, 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.

11.14.3 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data 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 Data outside the United States is subject to prior written authorization by the City. Access to City's Data 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 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 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.

11.14.4 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's 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 subcontractors 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.

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY
Recommended by:

CONTRACTOR
Jacobs Associates, Inc. dba McMillen
Jacobs Associates

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Dan Adams
Chief Executive Officer

City Supplier number: 0000017963

Approved as to Form:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

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

Agreement between the City and County of San Francisco and

Jacobs Associates, Inc. dba McMillen Jacobs Associates

CS-249 Planning & Design Services, Mountain Tunnel Improvements

This Agreement is made this **1st day of February, 2016**, in the City and County of San Francisco, State of California, by **Jacobs Associates, Inc. dba McMillen Jacobs Associates, 49 Stevenson, 3rd Floor, San Francisco, CA 94105** ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department" or "SFPUC") wishes to provide planning and engineering design services for the Mountain Tunnel Inspection and Repair Project and the Mountain Tunnel Bypass Project ("Bypass Tunnel"); and

WHEREAS, the City issued a Request for Proposal ("RFP") on June 17, 2015, seeking proposals from parties interested in providing the Services; and

WHEREAS, Contractor submitted a proposal to the City and the City determined Contractor to be (1) qualified to perform the Services, and (2) to have submitted the highest scoring proposal in response to the RFP; and

WHEREAS, the Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 13.84 percent; 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 parties acknowledge that the potential environmental impacts of the proposed Bypass Tunnel and a full range of appropriate alternatives and mitigation measures must be evaluated through the California Environmental Quality Act ("CEQA") process before the SFPUC considers whether to approve the Bypass Tunnel as the Preferred Engineering Alternative; and

WHEREAS, the parties also acknowledge that the selection of Contractor is for the purpose of assessing the feasibility of the Bypass Tunnel and Rehabilitation of the Existing Tunnel, and preparing design documents based on available information about the proposed project at this time and does not commit the SFPUC to approve the Bypass Tunnel as the Preferred Engineering Alternative. Until the CEQA review process is completed, the City retains

sole and absolute discretion to: (i) make such modifications in the Bypass Tunnel deemed necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to the proposed Bypass Tunnel to avoid such impacts; (iii) balance the benefits of the Bypass Tunnel against unavoidable significant impacts prior to taking final action on the approval of the Bypass Tunnel if such significant impacts cannot otherwise be avoided; or, (iv) determine not to proceed with the proposed Bypass Tunnel; and

WHEREAS, the City's Civil Service Commission approved the Agreement on July 20, 2015 as 415/61-14/15; and

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 15-0216 on October 27, 2015; and

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution Number 519-15 on December 22, 2015.

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 which are 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 San Francisco Public Utilities Commission.

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

1.4 "Contractor" or "Consultant" means Jacobs Associates, Inc. dba McMillen Jacobs Associates, 49 Stevenson Street 3rd Floor, San Francisco, CA 94105.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are 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.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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" mean 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 that are necessary for Contractor to furnish the Deliverables to the City.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) **February 15, 2016**; or (ii) **the Effective Date and expires on February 14, 2026**, unless earlier terminated as otherwise provided herein.

2.2 The City has the option to extend this Agreement for up to three 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."

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 immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. **In no event shall the amount of this Agreement exceed Twenty-One Million Dollars (\$21,000,000.)** The breakdown of charges associated with this Agreement appears in Appendix B and B-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

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 the City determines that Contractor failed 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 to Contractor at the address specified in Section 11.1, "Notices to the Parties," 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 online LBE Utilization Tracking System (LBEUTS) 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 LBEUTS 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 online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. 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).

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 fewer 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.

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services and provide the Deliverables specified 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.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B-1, Fee Schedule. If the City (and CMD if needed) approves the replacement of a subcontractor, Contractor must effectuate the change in a modification via SFPUC's SOLIS system, consistent with Section 11.5, "Modification of this Agreement" and SFPUC policy.

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

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

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **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:

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

5.1.3 Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

5.1.4 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.

5.1.5 Professional liability insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the Agreement. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management.

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

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

5.1.8 That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

5.1.11 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.

5.1.12 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.

5.1.13 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.

5.1.14 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.

5.1.15 Should any of the required insurance, except for the Professional Liability, 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.

5.2 Indemnification For Design Professionals. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subcontractors), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subcontractors, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

5.2.1 Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

5.2.2 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.

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 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 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.

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 shall include, 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 enumerated and described 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	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity		
Article 7	Payment of Taxes	11.10	Compliance with Laws

(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 continues for a period of ten days after written notice thereof from City to Contractor.

(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.

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
		9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability

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, 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 www.sfgov.org under "Government."

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 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 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.

10.4.2 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.

10.5 Nondiscrimination Requirements

10.5.1 **Non Discrimination 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 **13.84%** 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.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

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

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 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

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

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

10.19 **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: **Johanna Wong**
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
jiwong@sfwater.org

To Contractor: **Blake Rothfuss**
Jacobs Associates, Inc. dba McMillen Jacobs Associates
1350 Treat Boulevard, Suite 1000

Walnut Creek, CA 94597
rothfuss@mcmjac.com

Any notice of default must be sent by registered 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 Reserved. (Payment Card Industry ("PCI") Requirements.)

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, except when a subcontractor is replaced and the change is approved by the City and (CMD if needed), this must be done in a modification via SFPUC's SOLIS system and SFPUC policy. 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 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or

controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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.

11.6.3 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.

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

11.8 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."

11.9 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.

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

11.11 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.

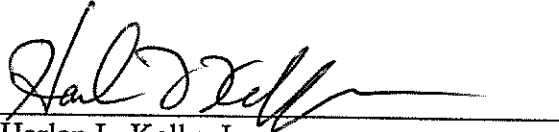
11.12 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated August 7, 2015. The RFP and Contractor's proposal are incorporated by reference as 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.

Article 12 MacBride And Signature

12.1 **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



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

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Julia H. Veit
Deputy City Attorney

CONTRACTOR

Jacobs Associates, Inc. dba McMillen Jacobs Associates



Dan Adams
Chief Executive Officer
Jacobs Associates, Inc.
dba McMillen Jacobs Associates
City vendor number: 20556

Appendices

- A: Scope of Services
- B: Appendix B & B-1 Calculation of Charges

Appendix A Scope of Services

1. Description of Services. Consultant agrees to perform the following Services: (1) perform tunnel inspection; (2) prepare CER; (3) perform geotechnical and hazardous materials investigations, laboratory testing and reports; (4) perform detailed analysis and design of a new deep rock tunnel and interim repair of an existing deep rock tunnel; (5) prepare contract documents including plans and specifications for inclusion in the construction contract documents; (6) prepare engineering cost estimates and construction schedules; (7) provide engineering support during environmental review, bid and award, and construction of the Mountain Tunnel Improvements; (8) provide transfer of technology to SFPUC staff or as requested; and, (9) other related tasks as needed or as requested.

2. Task Orders.

Performance of the Services 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.

The following tasks provide general guidance to the Contractor as to the anticipated scope of work, which the SFPUC reserves the right to modify or delete. Beyond the Planning Tasks (Tasks 0100, 0300, 0400 and 0500) below, all other tasks are included based on the assumption that a new Bypass Tunnel is approved as the Preferred Engineering Alternative. If the Rehabilitation Alternative is approved as the Preferred Engineering Alternative by the Commission, the SFPUC and Consultant will revise the Scope of Work and modify the contract terms accordingly, including, but not limited to, the not to exceed amount and duration of the Contract.

OVERVIEW OF TASK DESCRIPTION

A. OVERVIEW

1. The Mountain Tunnel Project (Project) is approximately 19 miles long feeding from the Kirkwood Powerhouse and emptying into the Priest Reservoir. Access locations include Early Intake/Switchyard Adit, South Fork East and West, Adit 5/6, Adit 8/9, and Priest Portal when drained.
2. If approved and authorized, Consultant will develop contract documents for two construction contracts (Contract Packages). These include the following:
 - a. Interim Lining Repair and Rehabilitation of existing Mountain Tunnel.
 - b. Construction of a New Bypass Tunnel including re-alignment, repair and Restoration of the Access Road in and around the Project Site, if approved as the Preferred Engineering Alternative. This may be broken into two separate construction contracts.
3. SFPUC will provide access to private, City and County, State, and Federal property, as required to perform the scope of work, including geotechnical drilling and material sampling, survey and other field testing.
4. Applications for all required environmental permits and documentation will be prepared by SFPUC Bureau of Environmental Management. The Consultant shall support these activities with technical input as requested by the SFPUC under Task 1000.
5. Community relations services are optional within this Scope of Work. SFPUC will instigate, lead, and otherwise direct the Consultant in the execution of Community Relations work. The Consultant shall provide technical input, information and support, as requested.
6. The scope of work assumes 20 drawings for Task 200, 2018 Interim Repairs, and 50 drawings for Task 800, Tunnel Design and Engineering (Bypass Tunnel).
7. Electronic media and format for Deliverables will be as follows:

<u>Item</u>	<u>Description</u>
Software	AutoCAD 2012
Collaboration Software	Microsoft Sharepoint
Graphics and Display Boards	As identified in each Task section
Hard copies	As identified in each Task section

B. OBJECTIVES

The following are the objectives of the planning and design effort:

- Perform tunnel inspection and condition assessment;
- Advance the conceptual engineering of the Bypass Tunnel Alternative and the Rehabilitated Tunnel Alternative;
- Prepare a Conceptual Engineering Report which establishes the Basis of Design for the Preferred Engineering Alternative;
- Perform geotechnical and hazardous materials investigations, testing and reports;
- Perform design of interim repairs to the existing tunnel;
- Perform design of a new rock tunnel;
- Prepare contract documents for bidding and construction of two Contract Packages required to complete the Project.
- Prepare cost estimates and construction schedules;
- Meet the requirements of the various permits required to construct the project.
- Provide engineering support during environmental review, bid and award, and construction of the Mountain Tunnel Improvements.
- At the option of the SFPUC, provide the support services and exhibits to allow SFPUC to acquire the easements and properties necessary for construction and operation of a new Bypass Tunnel.
- At the option of the SFPUC, provide technical support to public outreach efforts.
- At the option of the SFPUC, provide engineering design services for limited improvements upstream of South Fork.

C. CONTRACT TASKS

The Consultant's work activities and products are categorized by the following tasks:

- 0100. Inspection and Condition Assessment of Existing Mountain Tunnel
- 0200. Phase 2 Interim Repairs of Existing Mountain Tunnel
- 0300. Planning Phase Consultant Management and Coordination
- 0400. Document Review and Compilation
- 0500. Conceptual Engineering
- 0600. Final Design Phase Consultant Management and Coordination
- 0700. Geotechnical Investigation and Site Characterization
- 0800. Tunnel Engineering and Final Design
- 0900. Design of Tunnel Improvements Upstream of Adit 5/6 (Optional)
- 1000. Environmental and Permit Support
- 1100. Engineering Support during Bid and Award
- 1200. Transfer of Technology
- 1300. Land Needs and Property Acquisition (Optional)
- 1400. Engineering Support During Construction
- 1500. Communications and Public Outreach (Optional)
- 1600. Community Benefits

Task 0100: Inspection and Condition Assessment of Existing Mountain Tunnel

The objective of this task is to determine the current condition of the existing Mountain Tunnel.

SUBTASK 0110: DEVELOP TUNNEL INSPECTION PLAN

Activities

1. Review previous Mountain Tunnel inspection reports provided by the SFPUC.
2. Develop a Tunnel Inspection Plan which will include:
 - a. Listing pre-inspection, inspection and post inspection activities to be performed;
 - b. Roles and responsibilities of the Inspection Team;
 - c. Schedule for Inspection Work, including site access, set up, tunnel unwatering and re-watering, and major milestones;
 - d. Identify utilities, services, and other non-labor requirements to complete the work.
 - e. Review and provide input to LOTO operations plan prepared by SFPUC for the shutdown.
3. Develop a Tunnel Lining and Rock Sampling (Condition Assessment) Plan:
 - a. Identify the information being collected that will be obtained during the inspection and analyses that will be performed to be able to assess the condition and reliability of the tunnel;
 - b. Identify the sampling and testing objectives;
 - c. Compile procedures to be used to perform sampling and testing;
 - d. Plans indicating describing sample locations, quantity, and estimated efforts for each;
 - e. Sample storage and disposal plan.

Deliverables

- Tunnel Inspection Plan (Draft and Final)

SUBTASK 0120: INSPECTION COORDINATION

Activities

1. Conduct meetings to coordinate with Operations for shutdowns and LOTO;
 - a. Coordinate with HHWP for dewatering, access, ventilation, disinfection, return-to-service, requirements;
2. Conduct meetings with other project teams that will be performing work during the 2017 shutdown:
 - a. Adits and Access Improvement Project (B&V/McMillen Jacobs Associates)
 - b. 2017 Interim Repair Project (B&V/McMillen Jacobs Associates)
3. Hold up to two site visits to define constraints, meet with SFPUC and other staff, and determine specific on-site coordination requirements;
4. Prepare, discuss, and in a workshop environment, walk through the Master Outage Checklist and brainstorm risks that could occur during the 2017 Mountain Tunnel Outage, including corresponding risk mitigation action items.

Deliverables:

- Coordination Meeting Minutes;
- Field Reports on Site Visits;
- Master Outage Checklist (Draft and Final)
- Risk Assessment Register for the 60-day 2017 Mountain Tunnel Outage

SUBTASK 0130: INSPECTION SAFETY AND RESCUE PLAN

Activities

1. Prepare a Safety and Rescue Plan which includes:
 - a. Site-specific safety procedures;
 - b. Identifies known hazards—methane gas, confined space, etc., and presents mitigation of same;
 - c. Job Hazard Analysis (JHA) worksheet for known hazards, including potential or possible self-imposed hazards.
 - d. Air monitoring and testing program, which includes software and instrumentation for fixed, continuous, remote real time monitoring (shall tie into SCADA) and instrumentation for hand-held monitoring by the inspection team.
 - e. Required training for all personnel entering the tunnel.
 - f. Certificates of qualified personnel including Tunnel Safety Representative / Gas Tester.
 - g. Notifications.
 - h. Emergency responses / Rescue team /Surface Support team.
 - i. Training requirements for all staff entering the tunnel.
2. Prepare a list of safety and communication equipment.
3. Coordinate review comments and input from Fire and Rescue Agencies and Cal/OSHA Mining and Tunneling Unit.
4. Assist SFPUC with application for Inspection Safety Permits.

Deliverables

- Safety and Rescue Plan (Draft and Final)
- Listing of Safety Equipment;
- Coordination Meeting Minutes;
- Inputs and technical material for permit submission

SUBTASK 0140: MOUNTAIN TUNNEL INSPECTION

Activities

1. Perform the inspection of the existing Mountain Tunnel between Early Intake Switchyard Adit to Priest Portal
 - a. Verify the condition of the temporary manifold upstream of the South Fork Siphon
 - b. Observe and quantify
 - Sediment at the invert of the South Fork Siphon.
 - Inflows into the tunnel.
 - Debris cleared from Priest rock trap.
 - Rock falls within tunnel.
 - Voids behind the concrete lining by visual methods.
 - Identify cracks that may affect structural integrity including aperture, offset, length, orientation.
 - c. Size, classify, map and photographing of defects based on methods established in the 2008 Condition Assessment.
 - d. Collect concrete cores and rock samples downstream of Sta. 386+75 based on methods established in Inspection Plan.

- e. Perform compressive strength testing and alkali reactivity testing of select concrete cores based on methods established in Inspection Plan.
- f. Perform non-destructive testing of concrete lined portions of tunnel between Early Intake Switchyard Adit and Priest Portal.
- g. Perform a high-definition video inspection of the existing Mountain Tunnel between Early Intake Switchyard Adit to Priest Portal in 1000-foot intervals. The video will provide a record of tunnel conditions as a baseline and for comparison with future conditions.

Deliverables

- Field Notes, Photos, and Draft Mapping (as part of Subtask 0150)
- High-definition Tunnel Inspection Video

SUBTASK 0150: MOUNTAIN TUNNEL INSPECTION AND ASSESSMENT REPORT

Activities

1. Present to SFPUC the approach to Condition Assessment of the existing Mountain Tunnel in predicting the rate of deterioration and Probability of Failure of the lining system.
2. Prepare a Tunnel Inspection Report documenting the detailed observations, measurements, mapping, testing, and photographing performed during the inspection.
 - a. Provide field note, photo, and mapping;
 - b. Identify lessons learned for future inspections.
3. Prepare an Existing Tunnel Lining Condition Assessment report:
 - c. Provide opinion of remaining service life;
 - d. Identify risks to continued operations;
 - e. Include recommendations for continued operations.
4. Present summary of Inspection and Assessment reports, and recommendations to SFPUC.

Deliverables

- Presentation of Approach to Assessing Probability of Failure
- Tunnel Inspection Report (Draft, Final)
- Tunnel Lining Condition Assessment Report (Draft/Final)
- Presentation (Draft and Final)

Task 0200 Phase 2 Interim Repairs of Existing Mountain Tunnel

The objective of this task is to provide the detailed design services for interim repairs performed in a shutdown subsequent to the 2017 shutdown, work products, and design support during construction of the repairs of the Mountain Tunnel lining to reduce the risk of collapse.

SUBTASK 0210: CONSULTANT MANAGEMENT AND COORDINATION

Activities

1. Attend kickoff meeting for the Phase 2 interim repair project to be held in Moccasin, CA.
2. Update Project Management Plan (Master PMWP developed in Task 0300) for the Phase 2 interim repair work that includes:
 - a. Approach to the overall engineering and design of the Phase 2 Interim Repairs;
 - b. Organization and responsibility of interim repair team members;
 - c. Critical Path Method (CPM) design schedule shall be updated to include
 - Phase 2 Interim Repair Tasks;
 - Phase 2 Interim Repair Milestones;
 - Phase 2 Interim Repair Deliverables;
 - Due dates; and,
 - City review time.
 - d. Quality Assurance Plan/ Quality Control Procedures; and
 - e. Communication Plan for interim repair team members
3. Attend biweekly progress meetings for the Phase 2 Interim Repair Project (via WebEx)
4. Attend 3 workshops in Moccasin to present the Tunnel Repair Design Report, 50% and 100% design submittals.

Deliverables

- Updated Project Management Plan including Phase 2 Interim Repairs work
- Meeting/Workshop agendas
- Meeting/Workshop minutes
- Presentations (Draft and Final)

SUBTASK 0220: DOCUMENT REVIEW AND SITE VISITS

Activities

1. Review the existing condition assessment of the Mountain Tunnel including:
 - a. 2008 Condition Assessment Report;
 - b. HH-986 2017 Interim Repair contract documents; and,
 - c. HH-981 Adit and Access Road Improvement Project contract documents.
2. Attend one site visit and perform site reconnaissance as necessary to define site constraints and project requirements for detailed design and construction.
 - a. Document date, list of participants, summary of discussions, and pertinent observations including photographs and geo-tagging as applicable.

Deliverables

- Field Report on Site Visit

SUBTASK 0230: PHASE 2 INTERIM REPAIR DESIGN

Activities

1. Develop a Tunnel Repair Design Report which will include:
 - a. Basis of design
 - b. Engineering strategy and design criteria
 - c. Approach to executing construction including methods;
 - d. Construction traffic criteria;
 - e. Power and other utility requirements; and,
 - f. Staging area requirements.
2. Perform calculations for proposed tunnel repairs.
3. Prepare construction cost estimates.
4. Develop design documents for repairs to the existing Mountain Tunnel lining.
 - a. Construction Drawings (50%, 100%, Issued for Bid)
 - b. Technical Specifications (50%, 100%, Issued for Bid)
 - c. Construction Cost Estimate and Schedule (50% and 100%)
 - d. Provide support to the SFPUC EMB Project Engineer for the development of Division 00 and 01 specifications including:
 - Schedule requirements and constraints
 - Environmental mitigations

Deliverables

- Tunnel Repair Design Report (Draft and Final)
- Construction drawings, technical specifications at 50%, 100%, and Bid Levels
- Construction cost estimates at 50% (Class 3) and 100% (Class 1)

SUBTASK 0240: ENGINEERING SUPPORT DURING BID AND CONSTRUCTION

Activities

1. Provide engineering support services during the bidding period:
 - a. Attend pre-bid conference in Moccasin, CA;
 - b. Present design information at a pre-bid conference;
 - c. Prepare written responses to bidder inquiries,
 - d. Prepare addenda to Contract Documents
 - e. Assist SFPUC Project Team in the evaluation of construction bids.
2. Provide engineering support services during construction:
 - a. Participate in weekly construction meetings, site meetings, and inspections;
 - b. Enter the tunnel and observe the work. Provide written confirmation of completion and recommendations, as required, for modifications to quantities and location of repairs;
 - c. Provide written responses to requests for information (RFIs);
 - d. Review submittals and reviewing change orders.

Deliverables

- Responses to RFIs, Submittals
- Responses to change order requests

SUBTASK 0250: RECORD DRAWINGS

Activities

1. Develop Record Drawings based on the Contractor's red-line drawings.

Deliverables

- Record Drawings

Task 0300 Planning Phase Management and Coordination

The objective of this task is to provide overall project coordination during the Planning Phase in order to keep project participants informed of progress, technical issues, planned activities, and events.

SUBTASK 0310: PROJECT MANAGEMENT WORK PLAN

Activities

1. Develop a Project Management Work Plan (PMWP) for the Planning Phase. The Plan will include:
 - a. Organization and responsibilities for Project Team members.
 - b. Contact information for key team members.
 - c. Planning tasks with corresponding staff and budget.
 - d. Critical Path Method (CPM) schedule including planning tasks, milestones, and deliverable due dates.
 - e. Cost-loaded work breakdown structure.
 - f. List of Planning Phase deliverables with the proposed deliverable schedule.
 - g. Quality Assurance/Quality Control procedures
 - h. Approach to confirm, modify, or refine the currently Preferred Engineering Alternative.
 - i. This PMWP shall serve as the master PMWP for the project with updates for the work performed under Task 0200 Phase 2 Interim Repairs and the Design Phase tasks.

Deliverables

- Project Management Work Plan (Draft and Final)

SUBTASK 0320: PROJECT KICK-OFF, WORKSHOPS, AND BIWEEKLY PROGRESS MEETINGS

Activities

1. Conduct a Planning Phase kick-off meeting.
2. Conduct biweekly project meetings, in the San Francisco SFPUC office, between the SFPUC and at least 2 members of the Project Team.
 - a. Review latest project developments and requirements;
 - b. Review action items;
 - c. Review and resolve technical and management issues; and,
 - d. Coordinate items of work.
3. Prepare for and conduct six Coordination Workshops, in Moccasin, including the following topics:
 - a. Hydraulic modeling with SFPUC and HHWP staff;
 - b. System Operations with SFPUC and HHWP staff;
 - c. O&M strategies with SFPUC and HHWP staff;
 - d. Draft and Final Conceptual Engineering Report to a Technical Panel and/or Steering Committee.

4. Incorporate comments from workshops into the Conceptual Engineering Report as agreed to by the SFPUC.

Deliverables

- Agendas for progress meetings and workshops
- Meeting minutes
- Workshop summaries
- Presentations (Draft and Final)

SUBTASK 0330: PROJECT DOCUMENTATION

Activities

1. Maintain both hard copy and electronic project files (utilizing SharePoint) including:
 - a. Plans;
 - b. Reports;
 - c. Pertinent correspondence;
 - d. Calculations; and
 - e. Other relevant documents.
2. Coordinate review comments provided by others on deliverables. Document and disseminate responses to review comments
3. Confirm adherence to Quality Assurance/Quality Control procedures including:
 - a. Final deliverable stamped and signed by a California Professional Licensed Engineer.

Deliverables

- Responses to review comments

SUBTASK 0340: PROGRESS REPORTS

Activities

1. Prepare Monthly Progress Reports, including anticipated accruals.

Deliverables

- Monthly Progress Reports

Task 0400 Document Review and Compilation

The objective of this task is to review relevant project documents from all available sources.

SUBTASK 0410: REVIEW OF BACKGROUND DOCUMENTS

Activities

1. Review background documents provided by SFPUC relevant to Mountain Tunnel and studies performed for the improvement of the tunnel.
2. Prepare Review of Background Information Memorandum
 - a. Confirm the adequacy and applicability of information found in existing documentation;
 - b. Identify any data gaps that must be completed during the planning and design phases of the project.

- c. Develop a schedule and plan for recovery of the data.

Deliverables:

- Technical Memorandum on Mountain Tunnel Background Information (Draft and Final)

SUBTASK 0420: SITE RECONNAISSANCE OF ACCESS POINTS

Activities

1. Perform a site reconnaissance of existing conditions with up to 10 new members of the team.

Deliverables:

- Field Report on Site Visit

Task 0500 Conceptual Engineering

The objective of this task is to develop a Conceptual Engineering Report (CER) containing preliminary design criteria and site layouts, conceptual drawings, and analysis developed to arrive at the Preferred Engineering Alternative.

SUBTASK 0501: PERFORM HYDRAULIC FIELD STUDY

Activities

1. Measure hydraulic characteristics of the Mountain Tunnel for a high discharge steady-state flow.
2. Compute theoretical hydraulic gradients.
3. Compare results with previous test results.

Deliverables:

- N/A

SUBTASK 0502: PERFORM HYDRAULICS ANALYSES

Activities

1. Collect and review available data pertinent to a determination of the Mountain Tunnel flow characteristics, including
 - a. Reports,
 - b. Drawings,
 - c. Inspections,
 - d. Test records, and
 - e. Calculation data.
2. Perform comprehensive hydraulic and transient analysis of the Mountain Tunnel alternatives including a simulation model.

Deliverables:

- Calculations
- Simulation model

SUBTASK 0510: HYDRAULIC ANALYSIS REPORT

Activities

1. Prepared a Hydraulic Analysis Report including
 - a. Current and future operations;
 - b. Hydraulic design parameters;
 - c. Recommended shape/size of new tunnel;
 - d. Sensitivity of repairs/replacement linings on existing tunnel;
 - e. Hydraulic analyses results
 - f. Field study results
 - g. Hydraulic profile throughout the Mountain Tunnel at different flow and operating scenarios

Deliverables

- Hydraulic Analysis Report (Draft and Final)

SUBTASK 0520: DRAFT CONCEPTUAL ENGINEERING REPORT

Activities

1. Perform conceptual analyses to address both the Rehabilitation Alternative and the Bypass Tunnel Alternative, including:
 - a. Preliminary rock mass characterization
 - b. Conceptual engineering for lining of the existing and new tunnel
 - c. Developing outage concepts
 - d. Preliminary groundwater evaluation with respect to infiltration/exfiltration
2. Prepare a draft Conceptual Engineering Report including:
 - a. Project history, purpose, and summary;
 - b. Existing condition and Condition Assessment summary from the Tunnel Lining Condition Assessment Report and other available As-Built information;
 - c. Basis of Design including design objectives and preliminary design criteria;
 - d. Description of proposed major project elements and anticipated construction method and phasing that will be utilized;
 - e. Hydraulic modeling results from the Hydraulic Analysis Report(s);
 - f. System Operations and O&M strategies incorporating input from HHWP;
 - g. Right-of-way considerations (temporary and permanent);
 - h. Environmental considerations;
 - i. Anticipated regulatory requirements;
 - j. Critical constraints
 - k. Identification of key interfaces with existing facilities;
 - l. Project schedule;
 - m. Construction and O&M cost estimates;
 - n. Draft specifications section list;
 - o. Preliminary Conceptual Level Drawings; and,
 - a. Site plan and site access;
 - b. Preliminary plans and elevations;
 - c. Topography as provided by aerial mapping provided by SFPUC;
 - d. Break-in concepts.
 - p. Coordination needed with other projects in the vicinity.

Deliverables

- Draft Conceptual Engineering Report
- Calculations supporting the Draft Conceptual Engineering Report

SUBTASK 0530: FINAL CONCEPTUAL ENGINEERING REPORT

Activities

1. Prepare a final Conceptual Engineering Report including:
 - a. Incorporating comments from the draft CER and workshop; and,
 - b. Identify Recommended Final Engineering Alternative.

Deliverables

- Final Conceptual Engineering Report
- Calculations supporting the Final Conceptual Engineering Report

SUBTASK 0540: CEQA CHECKLIST

Activities

1. Prepare Draft CEQA Checklists in accordance with SFPUC standards for the two top-scoring alternatives in the AAR Addendum:
 - a. 12-mile Bypass Tunnel Alternative, and
 - b. Rehabilitated Tunnel Alternative.
2. Prepare Final CEQA Checklist in accordance with SFPUC standards within 10 months after NTP to enable the initiation of the Environmental Review.

Deliverables

- Draft CEQA Checklists.
- Final CEQA Checklists.

Task 0600 Final Design Consultant Management and Coordination

The objective of this task is to provide overall project coordination during the design phase for keeping project participants informed of progress, technical issues, planned activities, and events.

SUBTASK 0610: PROJECT MANAGEMENT WORK PLAN

Activities

1. Update Project Management Work Plan (PMWP) for the Design Phase. The Plan will include:
 - a. Organization and responsibilities for Project Team members.
 - b. Contact information for key team members.
 - c. Design tasks with corresponding staff and budget.
 - d. Critical Path Method (CPM) schedule including Design Phase tasks, milestones, and deliverable due dates.
 - e. Cost-loaded work breakdown structure.
 - f. List of Design Phase deliverables with the proposed deliverable schedule.
 - g. Quality Assurance/Quality Control procedures

Deliverables

- Updated Project Management Work Plan for Design Phase

SUBTASK 0620: PROJECT KICKOFF, WORKSHOPS AND BIWEEKLY PROGRESS MEETINGS

Activities

1. Conduct a Design Phase kick-off meeting.
2. Conduct biweekly project meetings, in the San Francisco SFPUC office, between the SFPUC and at least 2 members of the Project Team.
 - a. Review latest project developments and requirements;
 - b. Review action items;
 - c. Review and resolve technical and management issues; and,
 - d. Coordinate items of work.
3. Prepare for and conduct seven workshops in Moccasin including the following topics:
 - a. Design Criteria Report;
 - b. Risk Assessment;
 - c. 35%, 65%, and 95% design submittals.

Deliverables

- Agendas for progress meetings and workshops
- Meeting minutes
- Workshop summaries
- Presentations (Draft and Final)

SUBTASK 0630: PROJECT DOCUMENTATION

Activities

1. Maintain both hard copy and electronic project files (utilizing SharePoint) including:
 - a. Plans;
 - b. Reports;
 - c. Pertinent correspondence;
 - d. Calculations; and
 - e. Other relevant documents.
2. Coordinate review comments provided by others on deliverables. Document and disseminate responses to review comments
4. Confirm adherence to Quality Assurance/Quality Control procedures including:
 - a. Final deliverable stamped and signed by a California Professional Licensed Engineer.

Deliverables

- Responses to review comments

SUBTASK 0640 SUBCONSULTANT COORDINATION

Activities

1. Coordinate subconsultant activities.
2. Prepare Monthly Progress Reports.

Deliverables

- Monthly Progress Reports

Task 0700 Geotechnical Investigation and Site Characterization

The geotechnical investigation will take part in two Phases. Phase 1 will support the development of the Conceptual Engineering Report and Phase 2 will support the design of a new bypass tunnel, if approved as the Preferred Engineering Alternative. The objective of this task is to define and implement a geotechnical investigation and site characterization program to determine required design parameters and to assess ground and groundwater conditions along the alignment of the tunnel facilities. The program will take into account previous work and investigations.

TASK 0710: DEVELOP GEOTECHNICAL WORK PLAN

Activities

1. Develop a Work Plan for Phase 1 and update/re-issue it for Phase 2 which will include:
 - a. Description of the geotechnical investigation and site characterization program.
 - b. Sufficient detail for obtaining permits for fieldwork.
 - c. Sufficient detail for use by public information staff to notify the affected public in advance of fieldwork.
2. Prepare final Work Plan within two weeks after receiving review comments from the SFPUC.

Deliverables

- Phase 1 Geotechnical Investigation and Site Characterization Work Plan (Draft and Final)
- Phase 2 Geotechnical Investigation and Site Characterization Work Plan (Draft and Final)

SUBTASK 0720: SITE EXPLORATION AND SUPPORT OF ENVIRONMENTAL EVALUATION

Activities

1. Provide technical support as needed to secure permits and access for drilling.
2. Perform site exploration in accordance with the approved Work Plan including:
 - a. Drilling and sampling boreholes;
 - b. Sampling for soil and groundwater corrosivity tests;
 - c. Sampling for presence of hazardous materials in soil and observation wells.
 - d. Installation of groundwater monitoring instrumentation.
 - e. Testing and monitoring including:
 - Groundwater monitoring;
 - Hazardous gas monitoring and testing;
 - Hazardous materials testing;
 - Downhole logging; and
 - Hydraulic conductivity testing.
3. Coordinate field activities, which include daily direction to field staff, confirmation of sample development and storage, field checks, and trouble-shooting during exploration program.
4. Perform fieldwork in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines outlined in the Field Manuals published by the SFPUC Land & Resource Management Section.

5. Prepare field borehole logs by hand and final borehole logs with gINT software.
6. Monitor groundwater instrumentation and prepare Groundwater Monitoring Report(s).

Deliverables

- Borehole logs will be part of the Geotechnical Data Report(s).
- Groundwater Monitoring Reports at monitoring intervals.

SUBTASK 0730: LABORATORY TESTING

Activities

1. Perform laboratory testing including:
 - a. Material gradation (as applicable) and strength;
 - b. Index property testing (as applicable);
 - c. Geotechnical parameter testing;
 - d. Boreability; and
 - e. Testing for hazardous materials to assess soil and groundwater handling and disposal requirements and to assess the nature and extent of hazardous gases.

Deliverables

- Test results as part of the Geotechnical Data Report.

SUBTASK 0740: GEOTECHNICAL DATA REPORT

Activities

1. Prepare a Phase 1 Geotechnical Data Report including:
 - a. Support for the CER development.
 - b. Providing factual data and information obtained from the Phase 1 geotechnical investigation efforts including:
 - Geologic background;
 - Description of field activities;
 - Plan of boring locations;
 - Logs of borings
 - Results of in-situ testing;
 - Results of laboratory testing; and,
 - Other factual data.
2. Prepare a Final (Phase 1 and Phase 2) Geotechnical Data Report
 - a. Support for the final design of a bypass tunnel
 - b. Providing factual data and information obtained from the geotechnical investigation efforts during Phase 1 and Phase 2, respectively, including:
 - Geologic background;
 - Description of field activities;
 - Plan of boring locations;
 - Logs of borings
 - Results of in-situ testing;

- Results of laboratory testing; and,
- Other factual data.

Deliverables

- Phase 1 Geotechnical Data Report (Draft and Final)
- Phase 1 and Phase 2 Geotechnical Data Report (Draft and Final)

SUBTASK 0750: SEISMICITY EVALUATION

Activities

1. Prepare a Seismicity Report which will include:
 - a. Overview of the regional geologic setting;
 - b. State of knowledge about the Foothills fault system;
 - c. Regional, local, and site geologic maps;
 - d. Documentation of site-specific conditions related to seismic sources, ground motions, and fault offset;
 - e. Design ground motions;
 - f. Methods of analysis;
 - g. Stress/strain calculations for tunnel facilities;
 - h. An assessment of geologic hazards for the Mountain Tunnel Improvements;
 - i. At a minimum, the report will include the figures and plots listed below:
 - Regional Geologic and Fault Map
 - Regional Seismicity Map
 - Response Spectra (deterministic) and PGA
 - Site Geologic and Engineering Geologic Map (showing Tunnel and infrastructure locations)
 - Field Exploration Map
 - j. Assessment of liquefaction and lateral spreading (not applicable);
 - k. Risk assessment related to ability of tunnel facility to remain operational after design-level seismic event.
 - l. Recommendations on future subsurface investigation to better evaluate geologic hazards to the project.

Deliverables

- Seismicity Report (Draft and Final)

SUBTASK 0760: TUNNEL EXCAVATION METHODS MEMORANDUM

Activities

1. Conduct a study to assess mechanized excavation by TBM including:
 - a. Appropriate laboratory testing, conducted under Task 7.3, of the materials for the types of mechanized excavation methods considered.
2. Prepare a Tunnel Excavation Methods Memorandum including:

- a. Evaluation of the technical feasibility of different excavation methods and ground modifications considered for applicability to the Mountain Tunnel Bypass and associated connecting tunnels;
- b. Evaluation of impact of groundwater; and
- c. Recommendations as to the types of methods that should be allowed or excluded for tunnel construction.

Deliverables

- Tunnel Excavation Methods Memorandum (Draft and Final)

SUBTASK 0770: GEOTECHNICAL INTERPRETIVE TECHNICAL MEMORANDUM

Activities

1. Prepare a Geotechnical Interpretive Technical Memorandum which will include:
 - a. Limited interpretation of factual data derived from field investigations.
 - b. Documentation and summarized data used in design and in preparation of final and specific baselines for the Geotechnical Baseline Report.

Deliverables

- Geotechnical Interpretive Report (Draft and Final)

TASK 0780: GEOTECHNICAL BASELINE REPORT

Activities

1. Memo on geotechnical risks and risk allocation.
2. Memo on linkage between geotechnical baselines and cost estimate.
3. Prepare a Geotechnical Baseline Report

Deliverables

- Geotechnical Risks and Risk Allocation Memorandum
- Geotechnical Baselines and Cost Impacts Memorandum
- Geotechnical Baseline Report (Draft Report at 65% Design Milestone and Final Report)

SUBTASK 0790: HAZARDOUS MATERIALS ASSESSMENT REPORT

Activities

1. Prepare a Hazardous Materials Assessment Report which will include:
 - a. Estimated locations of soils and groundwater containing hazardous constituents;
 - b. Information for developing methods and locating sites for handling, treatment, storage, and disposal of excavated materials;
 - c. Provide information on the presence of hazardous gases.
2. Use the findings for planning and design of materials management of the project.
3. Preparing of contact specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated solids and groundwater.

Deliverables

- Hazardous Materials Assessment Report (Draft and Final)

SUBTASK 0795: OTHER REPORTS

Activities

1. Develop other reports as requested by the SFPUC. Topics may include:
 - a. Settlement estimates and monitoring or other measures
 - b. Investigation and evaluation of muck disposal locations for various construction scenarios.
 - c. Groundwater interpretation through analysis and modeling in relationship to various construction scenarios and rehabilitation options.

Deliverables

- Other Reports as requested (Draft and Final)

Task 0800 Tunnel Engineering and Final Design

The objective of this task is to provide engineering and design services to perform, document, and prepare a complete detail design package for a new bypass tunnel, if approved as the Preferred Engineering Alternative. If approved and authorized, the design work will include the tunnel, tunnel portal shafts, vent or intermediate structures, lining, and connecting tunnel or pipeline to new control structures, and ancillary appurtenances along the tunnel alignment.

DESIGN SUBMITTAL REQUIREMENTS:

1. 35% Design Submittal Requirements. At a minimum, 35% Design documents shall encompass the following:
 - Sufficient definition of the facility to identify all major elements required, and verification of feasibility of the design; and a list of permit requirements.
 - Identification of construction contract method.
 - Preliminary horizontal (plans) and vertical alignments (sections) of the elements being designed; excavation and shoring support methods; methods of groundwater control, handling, and treatment; identification of any road relocations and traffic routing; utility search.
 - Coordination with SFPUC Design Team to establish location of near-surface and surface facilities associated with the elements being designed.
 - Design Criteria based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the General Seismic Design Requirements for SFPUC facilities.
 - Identification of design issues
 - Drawings, in conformance with SFPUC standards, outline of specifications a construction schedule, and a construction cost estimate ($\pm 30\%$ accuracy). The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts.

2. 65% Design Submittal Requirements. At a minimum, 65% Design documents shall encompass the following:
 - Incorporation of SFPUC and project team comments from 35% submittal.
 - Integration of drawings and specifications with those produced by SFPUC Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings.
 - A preliminary list of proposed pre-purchase materials and equipment.
 - Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions.
 - Updated detailed construction cost estimates ($\pm 20\%$ accuracy) and construction schedule.

3. 95% Design Submittal Requirements. At a minimum, 95% Design documents shall encompass the following:

- Incorporation of SFPUC and project team comments from 65% submittal.
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC.
- Updated detailed construction cost estimates ($\pm 10\%$ accuracy) and construction schedule.
- Completion of construction plans and specification for integration with construction plans/drawings and specifications produced by the SFPUC Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC Contract Preparation staff.

4. 100% Design Submittal Requirements. At a minimum, 100% Design documents shall encompass the following:

- Finalized, signed and wet stamped plans and specifications inclusive of all comments generated by SFPUC Contract Preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA audit.
- A detailed itemized final construction cost estimate ($\pm 10\%$ accuracy) for the construction.
- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services.
- All necessary supporting documents for permit applications.

5. The final submittal shall encompass 1 bound copy and 1 unbound copy of reports; 1 reproducible master set of the construction documents, including a vellum set; and 1 digital copy of the drawings in AutoCAD.

6. All Contractor submittals shall be compatible with the SFPUC standards to allow easy entry into the SFPUC Records Management System.

SUBTASK 0810: DESIGN AND ANALYSIS

Activities

1. Conduct design criteria workshop in Moccasin, California (refer to Task 0600).
2. Prepare a draft and final Tunnel Design Report that will include:
 - a. Design criteria;
 - b. Tunnel alignment;
 - c. Shaft locations;
 - d. Muck disposal;
 - e. Groundwater control and disposal;
 - f. Tunnel and shaft construction methods;
 - g. Initial tunnel support;

- h. Final lining;
 - i. Staging areas;
 - j. Utilities in conflict with alignment or facilities; and,
 - k. Summary of ancillary facilities.
3. The draft design report will allow for augmentation and expansion of report sections into a final design report.
 4. Develop plans and technical specifications at approximately 35%, 65%, 95%, and 100% levels of completion.
 5. Incorporate environmental mitigation requirements contained in the EIR/ES and permit documents into Contract Documents.
 6. Develop Division 0 and 1 Specifications, with assistance from SFPUC staff including:
 - a. Identifying technical project requirements;
 - b. Identifying schedule requirements and constraints; and
 - c. Preparing environmental mitigation specifications.

Deliverables

- Preliminary Tunnel Design Report (Draft and Final)
- Final Tunnel Design Report (Draft and Final)
- Construction Drawings (plans) at 35%, 65%, 95%, and 100% design levels
- Technical Specifications at 35%, 65%, 95%, and 100% design levels
- Comments on Division 00 and 01

SUBTASK 0820: CONSTRUCTION COST ESTIMATION AND SCHEDULING

Activities

1. Develop construction cost estimates at 35%, 65%, and 100% design levels
2. Develop construction schedules at 35%, 65%, and 95% design levels
 - a. Indicate major milestones and activities.

Deliverables

- Construction Cost Estimate Report at 35%, 65%, and 100% design levels.
- Construction Schedules at 35%, 65%, and 95% design levels.

SUBTASK 0830: RISK MANAGEMENT

Activities

1. Conduct a risk workshop as part of Task 0600 at around the 35% design level for risk identification and qualitative risk analysis.
2. Develop a risk register based on workshop
3. Update the risk register at the 65% and 95% design levels with risk quantification and mitigation.

Deliverables

- Risk Assessment Register Technical Memorandum (Draft and Final)

SUBTASK 0840: SURVEY AND UTILITY COORDINATION

Activities

1. Develop survey information from conventional field survey or laser scanning for staging areas and access roads used in construction as noted:
 - a. Priest Portal Topography, up to 5 acres. The topography will delineate visible surface improvements, roadways, spot elevations, grade breaks and visible utilities.
 - b. Adits 5/6 & 8/9 Staging Area Topography, approximately ½ acre each. The topography will delineate visible surface improvements, roadways, spot elevations, and grade breaks.
 - c. Adits 5/6 and 8/9 Access Road Topography. The roadway topography mapping shall delineate visible surface improvements, roadway edges, spot elevations, grade breaks and limited portions of the upslope/downslope sideslopes.
 - d. Shaft Site Topography, up to 1 acre. The topography will delineate visible surface improvements, roadways, spot elevations, grade breaks and visible utilities.
2. Perform additional field surveying required for the Project including location of geotechnical boreholes and utility potholes.
3. Prepare and submit the results of utility and facility location work including identifying:
 - e. Information on utilities and facilities that may conflict with the tunnel facilities;
 - f. Existing and abandoned utilities and facilities;
 - g. Utilities and facilities requiring relocation;
 - h. Proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities; and,
 - i. Potholing information including summary information and detailed field data.
4. Update existing base map with new information surveying and utility information.

Deliverables

- Survey field notes
- Utilities and Facilities Coordination Memorandum including Utilities Map
- Survey base maps

SUBTASK 0850: TUNNEL OPERATIONS AND MAINTENANCE

Activities

1. Prepare a draft and final report on operation and maintenance procedures during commissioning and post-construction inspection including description and procedures for ancillary facilities.

Deliverables

- Tunnel Operations and Maintenance Memorandum (Draft and Final)

SUBTASK 0860: OUTAGE COORDINATION

Activities

1. Conduct meetings to coordinate with Operations to plan anticipated shutdowns and LOTO;
 - a. Coordinate with HHWP for dewatering, access, ventilation, disinfection, return-to-service, requirements;
2. Hold up to four site visits to define constraints, meet with SFPUC and other staff, and determine specific on-site coordination requirements;

3. Identify contingency measures to reduce outage risks.
4. Prepare, discuss, and in a workshop environment, walk through the Master Outage Checklist.
5. Assist in preparation of project Division 0 and 1 Specifications for outage coordination issues including:
 - a. Identifying outage requirements; and
 - b. Identifying outage related schedule requirements and constraints.

Deliverables:

- Coordination Meeting Minutes;
- Master Outage Checklist (Draft and Final)

Optional Task 0900

Design of Tunnel Improvements upstream of station Adit 5/6 (Tunnel Access Improvements, South Fork Siphon, and Infiltration Mitigation Scope)

Detailed project components of this task may include:

Surface Access Improvements

- Rehabilitate/Expand Access Road South Fork
- South Fork Crossing Surface Improvements.

Existing Adit Improvements

- Switchyard Adit
- South Fork East Adit

Activities within the Existing Tunnel

- Permanent Solution for Infiltration under Middle Fork Tuolumne River
- Debris Removal from South Fork Siphon and Construct Rock Trap

Upon implementation of this Task, HHWP will have the ability to efficiently access the tunnel to perform maintenance and repairs, or respond in the event of an emergency. Access points will be well-spaced along the alignment of the tunnel. The section of the tunnel downstream of Station 386+75, which is judged to present the greatest risk to the reliable operation of the tunnel, will be accessible from Priest Portal (using existing portal) and Adits 8/9 and 5/6.

This Task will include a permanent solution to the infiltration under Middle Fork Tuolumne River, cleaning of the South Fork Siphon, and construction of a rock trap upstream of the siphon . These activities are considered necessary to achieve the project needs of restoring the hydraulic capacity of the tunnel and finding a permanent solution to the infiltration upstream of South Fork. Rehabilitation of the South Fork East Adit will accommodate construction in these areas.

This Task does not address the deterioration of the lined sections of the tunnel downstream of Station 386+75. The localized repairs upstream of Station 386+75 are also not included in this alternative. This Task is meant to provide an interim solution to allow access for emergency repairs and ongoing maintenance activities.

Under direction of the SFPUC Project Engineer, the Contractor may be required provide engineering and design services to prepare a complete detail design package for the components discussed above,

including road upgrades, access improvements and adit improvements along the tunnel alignment. Prepare work products including design reports, plans, specifications, cost estimates, and construction schedules. Determine the recommended construction methodology for all access components of the project.

Deliverables

- Conceptual Engineering Report – Include sections regarding tunnel access improvements, the South Fork Siphon, and infiltration mitigation design in the draft and final Conceptual Engineering Reports described in Task 0500.
- Design Criteria Report – Include sections regarding tunnel access improvements, the South Fork Siphon, and infiltration mitigation design in the draft and final Design Criteria described in Task 0500.
- Detail Design Plans – Provide plans and specifications regarding tunnel access improvements, the South Fork Siphon, and water infiltration mitigation design in conjunction with the design submittals described in Task 0800.
- Division 0 and 1 Specifications – Incorporate pertinent information regarding tunnel access improvements, the South Fork Siphon, and water infiltration mitigation design into the Division 0 and 1 specifications in conjunction with the design submittals described in Task 8.
- Construction Cost Estimates and Schedules – Include sections regarding tunnel access improvements, the South Fork Siphon, and water infiltration mitigation design in the construction cost estimates described in Task 0800.
- Risk Assessment Register Technical Memorandum and Matrix Table – Include sections regarding tunnel access improvements, the South Fork Siphon, and infiltration mitigation design in the submittals described in Task 0800.

Task 1000 Environmental and Permit Support

The objective of this task is to provide project support to the environmental review and permitting efforts.

SUBTASK 1010: INFORMATION REVIEW

Activities

1. Review available information on the project including:
 - a. Previously identified environmental concerns associated with the Mountain Tunnel Project,
2. Identify interested agency and private stakeholders.

Deliverables

- N/A

SUBTASK 1020: PROJECT DESCRIPTIONS FOR ENVIRONMENTAL PERMITTING PURPOSES

Activities

1. Prepare a draft project description for each of the two alternatives.

Deliverables

- Project Description for the 12-mile Bypass Tunnel Alternative.
- Project Description for the Rehabilitated Tunnel Alternative.

SUBTASK 1030: TECHNICAL MEMORANDA

Activities

1. Develop technical memoranda addressing:
 - a. Technical challenges of the project alternatives likely to have environmental implications.
 - b. Engineering challenges imposed by the mitigation measures.

Deliverables

- Technical Memorandum on Proposed Mitigation Measures (Draft and Final)
- Technical Memorandum on Technical Input into Environmental Review

SUBTASK 1040: PUBLIC / AGENCY MEETINGS

Activities

1. Prepare displays of technical information.

2. Prepare presentations of technical materials.
3. Attend public/agency meetings to provide support on technical topics.

Deliverables

- Handouts/Presentation Materials for 2 public scoping meetings

Task 1100 Engineering Support during Bid and Award

The objective of this task is to provide engineering support services during the bidding period, if construction is approved and authorized.

SUBTASK 1110: PRE-BID CONFERENCE

Activities

1. Assist the City in preparation for the Pre-Bid Conference.
2. Prepare presentation materials to demonstrate the key project features to contractors.
3. Attend the Pre-Bid Conference with the appropriate key staff.
4. Assist with site tour arrangements.
5. Present materials as requested by the City.

Deliverables

- Presentation
- Pre-bid Conference Handouts
- Meeting minutes

SUBTASK 1120: RESPONSES TO BIDDER'S QUESTIONS AND REVIEW OF SUBSTITUTIONS

Activities

1. Document bidders' questions
2. Evaluate complex questions by bidders collaboratively with City staff when requested.
3. Provide written responses to bidders' questions transmitted to City staff.
4. Review product substitutions submitted during the bid period and provide written recommendations.

Deliverables

- Response to QBDs
- Response to product substitution requests

SUBTASK 1130: PREPARATION OF ADDENDA

Activities

1. Prepare addenda to the contract documents.
 - a. Addenda may include drawings, specifications, the GBR, or other contract documents.

Deliverables

- Addenda to contract documents as requested.

SUBASK 1140: BID ANALYSIS AND EVALUATION

Activities

1. Evaluate bid documents, as requested by the SFPUC. The evaluation will review:
 - a. Responsiveness
 - Completion of all forms per the directions provided on the bid documents.
 - b. Responsibility:
 - Review of required bidder qualifications, including references, licensure, and experience.
 - c. Evaluation of bid prices
 - Comparison to the engineer's estimate.

Deliverables

- Technical Memorandum on Bid Evaluation

Task 1200 Technology Transfer

The objective of this task is to identify and facilitate opportunities for technology transfer between the McMillen Jacobs Associates team and the SFPUC.

TASK 1210: TECHNOLOGY TRANSFER

Activities

1. Transfer knowledge to SFPUC operational staff through construction site visits, hands-on training, and O&M manuals.
2. Develop a list of potential technical topics for consideration throughout the project development.
3. Prepare requested training plan outlines in sufficient detail to describe the objectives, curricula, and qualified instructors.
4. Schedule and coordinate training courses with the SFPUC and stakeholders.
5. Develop course presentations for selected topics.
6. Prepare course workbooks and handouts for participants.
7. Deliver training by lecturing, facilitating tabletop discussions, and visiting underground construction work in progress.

Deliverables

- Presentation
- Course Materials (training plan outlines, topical curricula, workbooks, handouts)

Optional Task 1300 Land Needs and Property Acquisition

SFPUC will lead the effort as it relates to property acquisition, right-of-way (ROW) and real estate services (RES). SFPUC staff will conduct an evaluation of property requirements and an assessment of properties adjacent and near the Mountain Tunnel. Contractor is to provide technical support with respect to property rights required for the project as described herein:

This task includes all real estate pre-acquisition activities required to assist the SFPUC Right of Way staff necessary to allow construction of the proposed project. Pre-acquisition activities are defined as activities that can occur in advance of the necessary environmental clearances required for the construction of the proposed project.

These types of activities will include but not be limited to identifying the activities requiring ROW coordination for each project component; review of existing deeds, leases and easements; review of documents related to the acquisition of ROW and/or property necessary for the project; coordinate with project manager to identify ROW needs; conduct field observations; coordinating with property owners and local jurisdictions; preparing ROW data sheets.

- Contractor shall review existing plats and descriptions, mapping, deeds, title reports, easements, leases and other documents related to the acquisition of properties (title and easements) along the project alignment.
- Contractor shall coordinate with SFPUC project manager to determine the type of ROW and acquisition services required, timing, and whether there are reasonable alternatives.
- Contractor shall conduct a site reconnaissance at properties requiring real estate acquisition services. Field observations shall note condition of existing ROW, and identify opportunities and constraints to securing ROW.
- Contractor shall assist SFPUC staff and coordinate with property owners and identify property owner concerns and needs. Contractor shall develop an approach for coordinating with property owners and jurisdictions that own more than one parcel that may be impacted by acquisition activities.
- Contractor shall assist Right of Way/RES in securing Permits to Enter to allow project manager to perform necessary surveying, geotechnical investigations and environmental assessments any other project related investigations required related to the design of the project.
- Contractor shall prepare ROW data sheets as requested by Right of Way staff.
- Contractor shall assist Right of Way in assessing the overall ROW needs for the proposed project including an estimate of the approximate level of effort, person hours required during high activity periods, gaps in staffing and approaches how to complete acquisitions within the project schedule constraints.
- Contractor shall provide as needed: Title reports for properties required to complete the project along with any related land surveys, preparation of plat maps and appraisal maps, preparation of

legal descriptions, and any other work required to properly appraise the property rights required and to ultimately acquire those property rights.

The acquisition activities may only begin after receiving approval from the SFPUC. Right of Way activities include but are not limited to identification of feasible property, land surveys, preparation of appraisal maps and legal descriptions for the required property rights, fair market value appraisals, preparation of government code offers to purchase, presenting the government code offer to the property owners in person unless impractical, negotiations with property owners, and if required: securing rights of entry, preparation of resolution of necessity package, assist the San Francisco City Attorney with preparation and filing of condemnation documents, providing Relocation Assistance Services as necessary, and all other activities required to secure possession of property rights required to advertise the proposed project.

Deliverables:

- Draft and Final Technical Memorandum for proposed project describing the extent of the acquisition related activities required, critical analysis of the ROW issues, and recommendations how to secure the necessary ROW
- Deliverables as itemized in the subtask scope, as needed.

Task 1400 Engineering Support During Construction

The objective of this task is to provide engineering support and design-related services to City during the construction phase, if construction is approved and authorized.

SUBTASK 1410: REVIEW OF SUBMITTALS/RFIS/RFSS AND CHANGE ORDERS

Activities

1. Review and provide written responses as requested by the Construction Management (CM) staff to design-related issues in responding to:
 - a. Shop drawings;
 - b. Submittals;
 - c. Requests for Information; and,
 - d. Requests for substitution from the contractor
2. Prepare drawings and/or specifications for design-related proposed change orders.
3. Provide technical support with analysis of contractor requests for additional compensation.

Deliverables

- Written response to shop drawings, submittals, RFIs, and RFS review requests.
- Written recommendations in response to the City's requests for review of proposed change orders, including drawings and/or specifications, as needed

SUBTASK 1420: FIELD ENGINEERING SUPPORT

Activities

1. Attend bimonthly coordination meetings at construction site and issue-specific meetings at job sites and SFPUC offices.
2. Provide field engineering services including:
 - a. Monitoring and documentation of field conditions, tunneling activities, water inflow, spoils characteristics, grouting, and other field activities.
3. Provide a field engineer to provide technical support related to:
 - a. Quality assurance;
 - b. Change orders;
 - c. Claims analysis and mitigation; and,
 - d. Other issues.
4. Transmit information related to as-built conditions to the Project Engineer.
5. Provide assistance during testing, start-up, and project closeout.
6. Provide support with in-plant inspection products, including factory site visits and site visit reports, and preparation of checklist for review and inspection of fabrication items.

Deliverables

- Field Notes as requested

SUBTASK 1430: RECORD DRAWINGS

Activities

1. Prepare record drawings based on Contractor's as-builts.

Deliverables

- Record drawings (AutoCAD per City drafting standards)

Optional Task 1500 Communications and Public Outreach

The City will be implementing a comprehensive public information effort to educate the public on the Hetch Hetchy System and the Mountain Tunnel Rehabilitation Project. SFPUC Communications will be the lead entity on this effort. The Contractor will provide substantial support to SFPUC Communications.

Provide assistance in developing and implementing a public involvement plan in support of the design of this project. Such communication and public outreach activities will likely include evening and/or weekend community meetings. These types of activities include by are not limited to:

- Public Meeting Logistics – create illustrative displays and collateral material for distribution and other support of the meeting related to the design work performed. Identify and secure meeting locations, note taking during meetings, and production of meeting summaries and follow-up documents.
- Support of City speakers – assist City staff with scheduling and developing public and Commission presentation about this project at local neighborhood, community and merchant association meetings. This may include PowerPoint presentations, meeting scheduling, and translation services.
- Notifications/Direct Mail Services – create and mail newsletters, project updates, and workshop notification pieces to residents, businesses and other stakeholders. This will also include development and placement of advertisement in print, television, or radio formats. Assist SFPUC staff in preparation of a complete contacts list and schedule for communication with key contacts, including general public, neighbors, landowners, non-governmental agencies, department staffs, and elected officials.
- Translations – provide oral and written translation capabilities for project materials and workshops.
- Printed services – provide printing services for mailed notices, newsletters, project displays, streetlight banners, decals, billboards, etc.
- Other outreach services as needed – assist City with contractor outreach.

Contractor shall provide video, graphic art, and 3D/virtual animation skill sets to support the overall communications of this project to the general public, media, public officials, staff, and/or technical audience members throughout the planning and detailed design of the project. This will include, but is not limited to, video development and creation, GIS overlays of aerial photos, animated virtual flyovers, or representations of the subsurface conditions.

Task 1600: Community Benefits

Following issuance of the Notice-to-Proceed (NTP) for the first task to be performed by Contractor under this Agreement, Contractor commits to providing the Community Benefits Commitments detailed below during the 10 year term of the Agreement. Contractor's commitments shall be funded independently by Contractor and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with this Project. In the event that the contract value is not fully expended or is otherwise amended, the parties hereby agree to meet and discuss the impact to the corresponding Community Benefit Commitments. The representations, warranties and other terms contained in this Community Benefit Commitments section have been designed by Contractor as 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.

As stated in the Request for Proposals

“Although this Task 16 is a deliverable task, it is a zero-dollar task. Zero hours should be allotted in your Overhead and Profit Schedule (OPS) for this task. No hours or dollars should be allotted or included in Contractor's costs for this Project in order to perform or deliver your voluntarily proposed Community Benefits commitments. If the Contractor commits any funds to delivering the Community Benefits commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Contractor commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including not being dependent upon release of retention, etc.”

Community Benefits Plan and Timeline

Contractor shall work with the SFPUC Assistant General Manager for External Affairs or designee to develop a Community Benefits Plan and Timeline within three months of issuance of NTP. The Community Benefits Plan and Timeline will provide details regarding expenditures, a schedule, and timelines related to the Community Benefits Commitments described below. Contractor shall develop the Community Benefits Plan and Timeline so that all of the deliverables, including the dollars and hours associated with the Community Benefits Commitments described below, are aligned with and driven by SFPUC's priorities and broader Agency-wide community benefits strategy. Contractor's team will develop the Community Benefits Plan and Timeline with the necessary flexibility relating to timing, expenditure of funds, partners, strategic delivery, scale, and performance of Community Benefits Commitments so that they are all aligned with, directed by, and driven by the SFPUC Assistant General Manager for External Affairs' community benefits strategy for the SFPUC and in order to best leverage our collective resources and positive community impacts. Once the initial Community Benefits Plan and Timeline are developed, SFPUC and Contractor shall meet at least once a year during the

term of the Agreement to discuss the work plan and associated timelines, and make any adjustments or updates as necessary.

Community Benefits Commitments

Contractor shall develop a work plan, schedule, and timeline as one component of the Community Benefits Plan and Timeline that will be aligned with and driven by SFPUC's priorities to deliver, perform and produce the following Community Benefits Commitments:

Community Benefits Summary Table

Description of Community Benefit/Category	Community Partner (when needed)	Expected Outcomes (be as specific as possible)	Timetable & Duration	(A) Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (Specify a rate for all hours)	(D) Total Value of Volunteer Hours (B x C)	(E) In-Kind Contributions	(F) Total Contributions (A + D + E)
1. Workforce Development	Columbia College, Sonora	Scholarships for continued higher education	2 years	\$8,000	16	\$175	\$2,800		\$10,800
2. Economic Development	Mariposa, Tuolumne, and San Francisco Vendors	Spend money in the community	2 years	\$10,000					\$10,000
3. Environmental	Yosemite National Park	Preservation and maintenance in Yosemite National Park	2 years	\$1000	96	\$175	\$16,800		\$17,800
4. Environmental	Camp Mather	Cleanup in Tuolumne County	2 years		64	\$175	\$11,200	\$2,000	\$13,200
5. Education	Mariposa Unified School District	Technology Donation	2 years	\$10,000					\$10,000
6. Corporate Social Responsibility	Varies	Staff contribution and volunteering in affected areas	2 years		80	\$175	\$14,000		\$14,000
TOTAL FOR YEAR 1 and 2				\$29,000	256		\$44,800	\$2000	\$75,800
7. Commitments over the life of the agreement	Varies	Support corporate social responsibility	8 years	\$40,000	350	\$175	\$61,250		\$101,250
TOTAL				\$69,000	606		\$106,050	\$2000	\$177,050

OVER THE LIFE OF THE AGREEMENT									
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Contractor shall commit \$177,050 in community benefits commitment over the life of the agreement. For the first two years of the agreement, Contractor will provide \$29,000 in direct financial contributions, \$44,800 in volunteer hours, and \$2,000 in in-kind contribution for a total of \$75,800 in community benefits commitments. For the remaining eight years of the agreement, Contractor will provide \$40,000 in direct financial contributions and \$61,250 spent in volunteer hours for a total of \$101,050 of community benefits commitments.

Contractor’s community benefits work will be executed as a major task for the Project. As stated above, Contractor shall coordinate and develop the timing, schedule, partners, and size/scale of the delivery, performance and dollar expenditures related to all of Contractor’s Community Benefits Commitments throughout the term of the Agreement with the necessary flexibility so that they are all aligned with and driven by the SFPUC in order to leverage and maximize our collective resources and positive community impacts.

Community Benefits Work Approach, Project Team/Organization, and Accountability

McMillan Jacobs Associates CFO Hamid Erfan shall serve as the Executive in Charge to manage the Contractor’s community benefits commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the community benefits commitments herein are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall coordinate the senior management of Contractor’s subconsultants to ensure the entire team participates in providing benefits to the San Francisco community. The Executive in Charge shall work with the Contractor’s Community Benefits Plan Lead to organize, plan, track, measure, and report on Contractor’s community benefits commitments. Contractor’s Community Benefits Plan Lead, Renee Fippin, shall submit a stand-alone annual report on progress in fulfilling Contractor’s community benefits commitments, detailing factors such as the total number of dollars and hours contributed to each of the proposed tasks and organizations over the year. Contractor shall also provide independently verifiable documentation (such as certified payroll records, receipts, etc.) that the SFPUC can use to independently and easily verify that the dollars and volunteer hours contributed by Contractor as part of its Community Benefits Commitments were delivered to and actually reached the communities they were intended to benefit.

Contractor’s Community Benefits Plan Lead shall ensure that quarterly reports are prepared and submitted to SFPUC on the last business day of the month following the close of each quarter. The reports shall describe Contractor’s community benefits efforts under the program both in the prior quarter and contract to date. Contractor’s quarterly reports shall include the name and description of all projects commenced, underway, and completed; the dollar and hour values of all activities and elements of each project; the progress to date of each project; and the outcomes

of projects that are underway. Contractor shall submit such documentation to substantiate that the Community Benefits Commitments and any funds associated thereto were in fact delivered to the communities they were intended to benefit within the three months immediately following delivery of such Community Benefits Commitments or dollars associated thereto.

Contractor's Community Benefits Commitments shall be performed prospectively during the term of the Agreement, after the award of the Agreement and following issuance of NTP on the first task assigned to Contractor under this Agreement. Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot be used as part of Contractor's Community Benefits Commitments for this Project.

Contractor's Community Benefits Commitments Task 16 Proposal is incorporated herein. Contractor shall provide all of the Commitments, consistent with all of the terms of Contractor's attached Proposal (including Contractor's Work Approach, Project Team and Organization, and Accountability), which are not explicitly detailed in this Task 16. Where and if there are any conflicts or discrepancies between the language above in Task 16 of this Agreement and the attached Proposal, the terms of the language of Task 16 above shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

Deliverables

- Community Benefits Plan
- Community Benefits Schedule
- Documentation and Correspondence.
- Quarterly Reports
- Annual Report

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

3. 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.

4. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC Project Management Bureau will be Johanna Wong ("SFPUC Project Manager"). SFPUC reserves the right to assign a different project manager at any time and in its sole discretion.

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 shall be

submitted electronically, unless otherwise specified by the SFPUC Project Manager. Written 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 **August 7, 2015** 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 one 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 \$250 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.

The proposed substitution of any Key/Lead Team Members identified to perform Planning Tasks (Tasks 0100,0300,0400 and 0500) services will be subject to the following rule in addition to other applicable requirements set forth in the Agreement. Application of the following rule

presumes that the City determines that the proposed substitute Key/Lead Team Member ("Substitute Key/Lead Team Member") is qualified to perform the applicable services.

Rule: If the existing/outgoing Key/Lead Team Member ("Outgoing Key/Lead Team Member"), after leaving that key/lead position, will remain employed by or associated with the same firm, then the Outgoing Key/Lead Team Member must continue to work on the project in collaboration with the Substitute Key/Lead Team Member for a two-month transition period. During this two-month transition period, Contractor shall ensure that the Outgoing Key/Lead Team Member devotes sufficient time to the transition to facilitate a smooth and seamless hand-off of responsibilities and duties to the Substitute Key/Lead Team Member. The Outgoing Key/Lead Team Member's time associated with such transition duties during the two-month transition period will not be billable to the City. Contractor's failure to provide transition services as described above shall constitute a material breach of this Agreement.

The rule described above will not apply to a proposed substitution if (i) the Outgoing Key/Lead Team Member, after leaving the position, will no longer be employed by or associated with the same firm (e.g., the individual will leave the firm to work for a different firm); or (ii) there is good cause shown as determined by the City. If the rule does not apply, based on the exceptions described above, and the proposed Substitute Key/Lead Team Member is acceptable to the City, then Contractor may proceed with the substitution provided that it implements reasonable, good faith measures to mitigate the impacts of the transition to the project. Such measures will be subject to review and pre-approval by the City. Costs associated with such mitigation measures will not be billable to or subject to reimbursement by the City.

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for CS-249 is **2.84**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals of Firms not listed in Appendix B-1. For any new individual of a firm listed in Appendix B-1, the Individual Firm Multiplier shall apply. 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.

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);
- Direct costs associated with field investigations (such as but not limited to, supplies, equipment, analytical and vehicle costs);
- 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.

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 and pass-through subcontracting is prohibited. 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;
- 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. The SFPUC is automating its contracting and invoice payment processes with online software systems (SOLIS). The following processes are being automated: Contract Certification, Insurance Compliance, Task Order Certification, Timekeeping, Invoice Approval, and Invoice Payment. As part of its contracting obligations, the Contractor is required to 1) become an authorized user of these systems, 2) attend user training for these systems; and 3) utilize these systems 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 detailed in the SOLIS training or otherwise 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.

9. Prevailing Wages

a. 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.

b. 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 SFPUC Contract Administration Bureau, 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. Contractor further agrees as follows:

- 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.

- As required by Section 1771.4 of the Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.
- As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the 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.
- The City will not process monthly progress payments which include payment for Covered Services until Contractor and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, Contractor and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) 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 , when applicable, to the DIR) electronically. Contractor shall submit payrolls to the City via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

- 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 Office of Labor Standards Enforcement. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or 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 agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

d. 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 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 or forfeitures as so certified.

Appendix B-1

Consultant Name [A]	Staff Classification [B]	Name of Proposed Staff Person [C]	Billing Rate (\$/hour) [D]	Firm's Project Multiplier [E]
McMillan Jacobs Associates	Project Engineer	Adam Wintlin	\$135.44	3.13
	Project Engineer	Andrew Wozencroft	\$125.80	
	Project Manager/Principal	Blake Rothfuss	\$250.00	
	Testing/Senior Project Consultant	Brian Dodge	\$154.03	
	Project Director/Principal	Dan Adams	\$250.00	
	Tunnel Rehabilitation Design/Principal	David Crouthamel	\$245.02	
	Staff Engineer	Geoffrey Bee	\$96.25	
	Lead Tunnel Engineer/Principal	Glenn Boyce	\$250.00	
	2017 Inspection & 2018 Repair/Sr. Project Engineer	Jennifer Allen	\$143.45	
	Geotechnical Planning/Senior Associate	John Waggoner	\$250.00	
	Project CAD	Jon Clugston	\$128.98	
	Project Engineer	Kushwant Chohan	\$128.18	
	Principal	Mark Havelcoat	\$250.00	
	Project Engineer	Mark Kroncke	\$126.02	
	Portal Development/Senior Associate	Mark Lawrence	\$229.34	
	Technical Review Committee/Principal	Michael McRae	\$250.00	
	Senior Project Engineer	Phaidra Campbell	\$127.21	
	Lead Associate	Renee Fippin	\$202.67	
	Lead Geotechnical Engineer/Senior Associate	Richard Nolting	\$241.89	
	Project Controls	Robin Blair	\$95.12	
	Project Engineer	Russell Arend	\$125.70	
	Tunnel Lining/Lead Associate	Sam Swartz	\$199.82	
	Bypass Tunnel Design/Associate	Shawn Spreng	\$170.89	
	Constructability Review/Principal	Theodore DePooter	\$250.00	
	Senior Associate	Thomas Hennings	\$236.06	
	Senior Staff Engineer	Timothy Shu	\$104.41	
Excavation Methods/Associate	Tom Pennington	\$184.76		
Cost Estimates/Senior Associate	Troy Page	\$249.84		
Numerical Modeling/Lead Associate	Yiming Sun	\$225.80		
Deep Shafts/Associate	Zeynep Bade Sozer	\$174.87		
Black & Veatch	Outage Management/Civil Engineer 7	Ame Nervik	\$250.00	3.20
	Lead Civil Engineer/Project Director 6	Chris Mueller	\$250.00	
	Hydraulic Structures/Civil Engineer 6	David Woodward	\$241.41	
	Tunnel Water Discharge/Civil Engineer 6	Derek Wurst	\$237.80	
	CEQA Checklist/Project Manager 3	Doug Timpe	\$229.85	
	VC Engineer 5	Jason Hise	\$197.13	
	Civil Engineer 4	Jesse Walkin	\$182.45	
	Ventilation Support/Mechanical Engineer 6	Michele Roth	\$184.28	
	Risk Assessment/Director, Consulting	Mike Elenbaas	\$250.00	
	O&M/Project Manager 5	Paul Kneitz	\$250.00	
	Engineering Support to Environmental/Geotechnical Engineer 7	Scott Huntaman	\$250.00	
	Hydraulic Analysis & Modeling/Civil Engineer 5	Stephane Lecina	\$175.77	
	Hydromechanical/Mechanical Engineer 7	Tom Brittain	\$250.00	
	Electrical/Electrical Engineer 7	William Chu	\$250.00	
STRUCTUS	Associate Principal	Ann Trong Nguyen	\$210.16	2.84
	Project Engineer	Burhan Surjana	\$133.48	
	Sr. Project Engineer	Clair Song	\$158.20	
	Principal	Donald Chappell	\$204.48	
	Structural Support/Sr. Principal	Henry Chang	\$250.00	
	Principal	Peter Yu	\$227.20	
Saylor	Project Engineer	Zhihui Huang	\$119.28	2.49
	Estimator/Scheduler	Sajjad Khan	\$139.84	
GEI Consultants	Senior Engineering Geologist	Enrico Rufina	\$153.77	2.90
	Senior Engineer	Mark Freitas	\$222.53	
	Senior Engineer	Matt Powers	\$143.61	
	Administrative Assistant	Nellie Reyna	\$91.52	
	Project Engineer	Noan Sheemaker	\$89.17	
	GIS Professional	Ryan Snyder	\$79.45	
	Project Engineer	Tim Haynes	\$109.20	
Independent Consultant	Geology/Senior Engineering Geologist	Todd Crampton	\$187.50	1.00
	Technical Review Committee/Consultant	Gregg Korbin	\$250.00	
	Technical Review Committee/Consultant	Tom O'Rourke	\$250.00	
Lettis Consultant International	Seismicity/Sr. Project	Andrew Seifried	\$130.43	2.91
	Seismicity/Sr. Principal I	John Baldwin	\$240.57	
	Seismicity/Staff	Matthew Huebner	\$89.19	
	Seismicity/Admin	Phillips Carrillo	\$91.58	
	Seismicity/Principal	Stephen Thompson	\$192.21	
Joe Hill Consulting Engineers	Senior Engineer	William Lettis	\$250.00	2.60
	Outage Management/Principal Engineer	Christine Ko	\$149.97	
	Operations Specialist	Joe Hill	\$182.13	
	Project Engineer	Leland Fong	\$218.40	
GeoPentech, Inc.	Principal Hydrogeologist	Tina Edwards	\$117.00	2.35
	Principal Hydrogeologist	Eric Fordham	\$244.05	
Telamon Engineering Consultants, Inc.	Surveys/Survey Manager	Earl Woods	\$172.80	2.88
	Access Road Design/Project Manager	Memon Chan	\$184.32	
	Surveys/CAD Tech	Anthony Nguyen	\$87.52	
	CAD Tech	Fred Bayani	\$108.04	
	Surveys/Office Surveyor	Jeff Keaney	\$78.62	
	Surveys/Survey Party Chief	Paul De Costa/TBD	\$123.03	
	Surveys/Survey Rodman	Veronica Salinas/TBD	\$102.27	
Robert Chew Geotechnical	Field Exploration/Senior Geologist	Eric Ford	\$128.60	2.76
	Field Exploration/Office Manager	Louisa Chew	\$104.52	
	Field Exploration/Senior Geologist	Patrick Drumm	\$128.60	
	Field Exploration/Principal Engineer	Robert Chew	\$204.60	
Levent Ozdemir	TBM Performance/Tunneling Consultant	Levent Ozdemir	\$200.00	1.00

Effective Project Multiplier:

2.84

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 22-0067

WHEREAS, On October 27, 2015, by Resolution No. 15-0216, this Commission awarded Contract No. CS-249, Planning and Design Services for the Mountain Tunnel Improvements project, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services contract, in an amount not-to-exceed \$21,000,000, and with a duration of 10 years, with McMillen Jacobs Associates (“Consultant” or “MJA”); and

WHEREAS, The original scope of services for Contract No. CS-249 was for planning, design, and engineering support during construction of a new 12-mile bypass tunnel; and

WHEREAS, Based on recommendations in Consultant’s alternatives analysis, staff changed the design and construction project scopes of work from a new bypass tunnel to rehabilitation of the original tunnel, which achieved considerable construction cost savings (approximately \$260M to \$370M in construction cost savings); and

WHEREAS, Due to the major scope change from a bypass tunnel to rehabilitation of the existing tunnel, improvements to access roadways, a new flow control facility, and other miscellaneous improvements, SFPUC requires additional engineering support during construction services to support the construction contract (HH-1000R) through its duration and through the project closeout phase; and

WHEREAS, Staff budgeted \$3M for the originally envisioned level of effort for engineering support during construction for construction of a new bypass tunnel, but Staff’s current revised estimate for engineering support during construction services for the tunnel rehabilitation project is \$10.6M due to the more complex nature of the construction work; and

WHEREAS, Staff recommends approval of a \$7.78M increase in contract capacity and a three-year increase in the contract duration by Amendment No. 1 to provide for continued Consultant support during the six years of construction and to provide engineering support for project closeout; and

WHEREAS, The Contract Monitoring Division (CMD) established 10% Local Business Enterprise (LBE) subconsultant participation requirement for this Contract and the Consultant committed in its proposal to 13.84% LBE subconsultant participation, which remains unchanged; and

WHEREAS, Funds for this contract are available from Project No. HH-1000R operating and/or capital budget; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 1 to the Mountain Tunnel Improvements Project funded Contract No. CS-249, Planning and Design Services, Mountain Tunnel Improvements, with MJA, increasing the contract amount by \$7,780,000 and increasing the contract duration by three years, for a total not-to-exceed contract amount of \$28,780,000, and a total contract duration of 13 years, to provide specialized engineering services for the Mountain Tunnel Improvements Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to execute Amendment No. 1, subject to approval by the Board of Supervisors as required under Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting April 12, 2022.

A handwritten signature in black ink that reads "Alonna Wood". The signature is written in a cursive, flowing style.

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 15-0216

WHEREAS, Mountain Tunnel is a critical, non-redundant link in the Hetch Hetchy water system, conveying the San Francisco Public Utilities Commission (SFPUC) water supply from Kirkwood Powerhouse to Priest Reservoir; having been in service since 1925, sections of the original lining have deteriorated, due to age, original construction deficiencies and deferred maintenance, leaving the SFPUC vulnerable to not meeting the Levels of Service objectives for water quality and delivery reliability; and

WHEREAS, The design and engineering required to restore the reliability of Mountain Tunnel cannot be accomplished using existing City staff exclusively, and it is necessary to procure the services of qualified consultants to provide specialized expertise; and

WHEREAS, The estimated cost of services is \$21,000,000; and

WHEREAS, Services are anticipated to begin in January 2016 and end in January 2026, for a not-to-exceed agreement duration of 10 years;

WHEREAS, The Request for Proposals was advertised on June 17, 2015; and

WHEREAS, SFPUC staff and Contract Monitoring Division (CMD) review of the selection panel evaluations and the proposals resulted in the determination that McMillen Jacobs Associates is the highest ranked consulting firm; and

WHEREAS, A CMD subconsulting goal of 10% Local Business Enterprise (LBE) participation of the total value of services to be provided has been established for this agreement, and McMillen Jacobs Associates has committed to 13.84% LBE participation; 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 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 at the discretion of the City; and

WHEREAS, Funds for this agreement will be available at the time of award of the agreement, for the first Task Order pertaining to the Planning tasks, from Projects CUH10220-Mountain Tunnel Inspection and Repair and CUH10221-Mountain Tunnel Bypass projects; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of McMillen Jacobs Associates; awards Agreement No. CS-249, Planning and Design Services, Mountain Tunnel Improvements, to provide specialized planning and engineering services for the proposed Mountain Tunnel improvements; and authorizes the General Manager of the SFPUC to negotiate and execute a professional services agreement with McMillen Jacobs Associates for an amount not to exceed \$21,000,000, and with a duration of 10 years, or, 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, subject to Board of Supervisors approval pursuant to Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 27, 2015.



Secretary, Public Utilities Commission

AMENDED IN COMMITTEE

12/9/15

FILE NO. 151169

RESOLUTION NO. 519-15

1 [Water Enterprise Agreement - Planning and Design Services, Mountain Tunnel
2 Improvements - Not to Exceed \$21,000,000]

3 **Resolution approving and authorizing the General Manager of the San Francisco Public**
4 **Utilities Commission to negotiate and execute Hetch Hetchy Water and Power funded**
5 **Agreement No. CS-249, Planning and Design Services, Mountain Tunnel Improvements,**
6 **for an amount not to exceed \$21,000,000, and with a duration of ten years, with options**
7 **to extend the agreement for up to an additional three years, for a total of duration not to**
8 **exceed 13 years, pursuant to Charter, Section 9.118.**

9
10 WHEREAS, Mountain Tunnel is a critical, non-redundant link in the Hetch Hetchy water
11 system, conveying the San Francisco Public Utilities Commission (SFPUC) water supply from
12 Kirkwood Powerhouse to Priest Reservoir; having been in service since 1925, sections of the
13 original lining have deteriorated, due to age, original construction deficiencies and deferred
14 maintenance, leaving the SFPUC vulnerable to not meeting the Levels of Service objectives
15 for water quality and delivery reliability; and

16 WHEREAS, The design and engineering required to restore the reliability of Mountain
17 Tunnel cannot be accomplished using existing City staff exclusively, and it is necessary to
18 procure the services of qualified consultants to provide specialized expertise; and

19 WHEREAS, The estimated cost of services is \$21,000,000; and

20 WHEREAS, Services are anticipated to begin in January 2016 and end in January
21 2026, for an agreement duration of 10 years, with options to extend the agreement for up to
22 an additional three years, for a total of duration not to exceed 13 years; and

23 WHEREAS, The Request for Proposals was advertised on June 17, 2015; and

1 WHEREAS, SFPUC staff and Contract Monitoring Division (CMD) review of the
2 selection panel evaluations and the proposals resulted in the determination that McMillen
3 Jacobs Associates is the best qualified consulting firm; and

4 WHEREAS, A CMD subconsulting goal of 10% Local Business Enterprise (LBE)
5 participation of the total value of services to be provided has been established for this
6 agreement, and McMillen Jacobs Associates has committed to 13.84% LBE participation; and

7 WHEREAS, Funds for this agreement will be available at the time of award of the
8 agreement, for the first Task Order pertaining to the Planning tasks, from Projects CUH10220-
9 Mountain Tunnel Inspection and Repair and CUH10221-Mountain Tunnel Bypass projects;
10 and

11 WHEREAS, On October 27, 2015, by SFPUC Resolution No. 15-0216, the SFPUC
12 approved the selection of McMillen Jacobs Associates; awarded Agreement No. CS-249,
13 Planning and Design Services, Mountain Tunnel Improvements, to provide specialized
14 planning and engineering services for the proposed Mountain Tunnel improvements, subject
15 to Board of Supervisors' approval under Charter, Section 9.118; now, therefore, be it

16 RESOLVED, That the Board of Supervisors retroactively approves and authorizes the
17 General Manager of the SFPUC to negotiate and execute Water Enterprise Hetchy System
18 Improvement Program funded Agreement No. CS-249, Planning and Design Services,
19 Mountain Tunnel Improvements with McMillen Jacobs Associates for an amount not to exceed
20 \$21,000,000, and with a duration of 10 years, with options to extend the agreement for up to
21 an additional three years, for a total of duration not to exceed 13 years, or, in the event
22 negotiations are not successful or City requirements are not satisfied, to negotiate and
23 execute a professional services agreement with the next highest ranked proposer for the
24 same amount and duration, pursuant to Charter, Section 9.118.

1 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
2 executed by all parties, the SFPUC shall provide the final Agreement to the Clerk of the Board
3 for inclusion into the official file.

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City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 151169

Date Passed: December 15, 2015

Resolution approving and authorizing the General Manager of the San Francisco Public Utilities Commission to negotiate and execute Hetch Hetchy Water and Power funded Agreement No. CS-249, Planning and Design Services, Mountain Tunnel Improvements, for an amount not to exceed \$21,000,000 and with a duration of ten years, with options to extend the agreement for up to an additional three years, for a total of duration not to exceed 13 years, pursuant to Charter, Section 9.118.

December 09, 2015 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

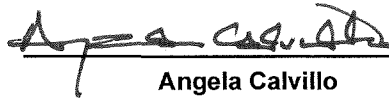
December 09, 2015 Budget and Finance Committee - RECOMMENDED AS AMENDED

December 15, 2015 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

File No. 151169

I hereby certify that the foregoing Resolution was ADOPTED on 12/15/2015 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor


Date Approved



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
INFRASTRUCTURE DIVISION**

Request for Proposals

Agreement No. CS-249

**Planning and Design Services
Mountain Tunnel Improvements**

Date: June 17, 2015

**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, 8th Floor
San Francisco, California 94102**

REQUEST FOR PROPOSALS
CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Infrastructure Division

San Francisco Hetchy System Improvement Program

Agreement No. CS - 249
Planning and Design Services
Mountain Tunnel Improvements

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Appendices:

- A. Professional Services Proposal Checklist
- B. Overhead and Profit Schedule
- C. Professional Services Agreement (P500)
- D. Schedule of Estimated Number of Hours Per Task
- E. Contract Monitoring Division (CMD) Forms
 - Form 2A - CMD Contract Participation Form
 - Form 2B - CMD “Good Faith Outreach” Requirements Form
 - Form 3 - CMD Non-Discrimination Affidavit
 - Form 5 - CMD Employment Form
- F. Equal Benefits Ordinance (12B)
 - Quick Reference Guide
 - CMD Form 12B-101 - San Francisco Administrative Code Chapters 12B & 12C Declaration: Non-Discrimination in Contracts and Benefits
- G. Business Registration Certificate Requirement
- H. Business Tax Declaration
- I. Insurance Requirements
- J. Release of Liability
- K. Minimum Compensation Ordinance (MCO) Declaration
- L. Health Care Accountability Ordinance (HCAO) Declaration
- M. Consultant Commitment Matrix
- N. Environmental Justice Policy Link:
<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3568>
- O. Community Benefit Policy Link:
<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3570>
- P. Community Benefits Program - Examples of Commitments
- Q. Technology Policy Link
[:http://sfwater.org/Modules/ShowDocument.aspx?documentid=3566](http://sfwater.org/Modules/ShowDocument.aspx?documentid=3566)
- R. Sustainability Plan and Program Link:
<http://www.sfwater.org/modules/showdocument.aspx?documentid=860>
- S. Site Visit Information

Acronyms and Abbreviations

AAR	Alternative Analysis Report
AGM	Assistant General Manager
ASCE	American Society of Civil Engineers
BAAQMD	Bay Area Air Quality Management District
BEM	Bureau of Environmental Management
BIM	Building Information Modeling
CB	Community Benefits
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CER	Conceptual Engineering Report
CIP	Capital Improvement Program
CM/GC	Construction Manager/ General Contractor
CMB	Construction Management Bureau
CMD	Contract Monitoring Divisions
COR	Change Orders Requests
CPI	Consumer Price Index
CPM	Critical Path Method
CSI	Construction Specifications Institute
CSPE	Consultant Services Performance Evaluation
DB	Design-Build
DBB	Design-Bid-Build
EIC	Earned Income Credit
EMB	Engineering Management Bureau
EJ	Environmental Justice
EOPR	Effective Overhead and Profit Rate
EPM	Environmental Project Manager
FSHP	First Source Hiring Program
GBR	Geotechnical Baseline Report
GDR	Geotechnical Data Report
GIR	Geotechnical Interpretative Report

HCAO	Health Care Accountability Ordinance
HRC	Human Rights Commission
IRS	Internal Revenue Service
JV	Joint Venture
LBE	Local Business Enterprise
LOS	Level of Service
LOTO	Lock Out/ Tag Out
M	Million
MGD	Million Gallons per Day
MCO	Minimum Compensation Ordinance
NAR	Needs Assessment Report
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NTP	Notice to Proceed
O&M	Operations & Maintenance
ODC	Other Direct Cost
OPS	Overhead and Profit Schedule
P&IDs	Process and Instrumentation Diagrams
PCSB	Program Controls and Support Bureau
PE	Project Engineer
PM	Project Manager
PMB	Project Management Bureau
QA/QC	Quality Assurance/Quality Control
QBD	Question on Bid Documents
RFC	Request for Clarification
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right-of-Way
RWQCB	Regional Water Quality Control Board, San Francisco Bay Region
SE	Structural Engineer Licensed in the State of California
SFPUC	San Francisco Public Utilities Commission

TBM	Tunnel Boring Machine
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
WBS	Work Breakdown Structure

I. INTRODUCTION

1. Summary

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco, seeks to retain the services of a qualified Proposer to assist the SFPUC with planning and engineering services for the proposed mountain tunnel Improvements. The term Proposer shall refer to any legal entity(ies) submitting a proposal in response to this Request for Proposals (RFP).

Proposers responding to this RFP must have proven expertise and extensive experience in the condition assessment and rehabilitation of deep rock tunnels, and design of large diameter rock tunnels excavated by a tunnel boring machine (TBM).

The SFPUC anticipates awarding to the selected Proposer a ten (10) year Agreement for a total amount not to exceed \$21,000,000 inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs. **The LBE subconsulting goal for this project is five percent (5%) of the total value of the goods and/or services to be provided.**

Please take notice: By participating in this competitive process, Proposer agrees that any agreement resulting from this process may be utilized by other public entities to procure the commodities and/or services on the same terms.

It should also be noted that, at the sole discretion of SFPUC, the Task Descriptions (see Section V.3.D) may be incorporated into the scope of services and the Overhead and Profit Schedule's (OPS) billing rates (see Section V.4.B) to be provided by the Proposer as part of its proposal may be directly incorporated into the Agreement (see Appendix C) as the applicable scope of services and billing rates, respectively.

Additional information relating to the RFP may be posted on the SFPUC Contract Administration Bureau webpage (<http://contracts.sfwater.org>) as needed after issuance of the RFP. Proposers should therefore consult the SFPUC website regularly for these updates.

2. Tentative Schedule

The SFPUC has established the following target dates for issuance, receipt and evaluation of proposals in addition to award of an Agreement in response to this RFP. The following dates are tentative, non-binding, and are subject to change without prior notice:

Advertisement of RFP	June 17, 2015
Pre-Submittal Conference*	July 1, 2015
Site Visit**	July 2, 2015
Deadline for Proposers to Submit Questions	July 13, 2015
Deadline for Proposers to Submit Proposals	August 4, 2015
Short-Listing and Notification for Oral Interviews	August 21, 2015
Oral Interviews	September 4, 2015
Posting of Proposer Ranking	September 7, 2015
Public Utilities Commission Consideration	October 13, 2015
Deadline for Proposer to Achieve Vendor Compliance & Execute Agreement***	October 27, 2015
Board of Supervisors' Consideration	December 16, 2015
Notice of Award of Agreement	January 11, 2016

* The SFPUC will make available to all Proposers at the pre-submittal conference one or more CD-ROMs containing electronic copies of a portion of the background documents listed under Task 3 in Section III.4 of this RFP. To obtain a free copy of the CD-ROM(s) at the pre-submittal conference, please send a written request by June 29 to Grace Tang at rfp@sfgwater.org

** See Appendix S. for Site Visit Information

*** Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Public Utilities Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer.

3. Conflict of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. These sections are available for review at the following internet links:

[http://www.amlegal.com/nxt/gateway.dll/California/campaign/campaignandgovernmentalconductcode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$anc=JD_Campaign](http://www.amlegal.com/nxt/gateway.dll/California/campaign/campaignandgovernmentalconductcode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_Campaign)

, and <http://leginfo.legislature.ca.gov/faces/codes.xhtml>

The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

A. OBLIGATIONS

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While the SFPUC staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subconsultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various sub-consultants is available for reference to consultants making their own determination of potential conflicts. This information should not be relied upon as either comprehensive or indisputable. Final determination of the potential for conflict must be made by the Proposers. A court makes the final determination of whether an actual conflict exists. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

WORK

There are many phases of work pertaining to SFPUC contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, the general guidelines set forth below should be treated only as a starting point. A Proposer should consult with their legal counsel to determine whether a

potential conflict exists. Note that the general guidelines set forth below apply to the award of Agreements under this RFP.

- i. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
- ii. **General Program Management Services.** Since these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design or construction management phase of any project.
- iii. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
- iv. **Planning and Final Engineering Design (performed under single contract).** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration, and includes preparation of the Alternative Analysis Report and the Conceptual Engineering Report for the project. Documents produced as part of the Final Engineering Design constitute the definition of the construction contract for the project. Participation in the Planning and Final Engineering Design for a project (under a single contract) would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
- v. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
- vi. **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any firm participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the SFPUC requires a Proposer to rely on in the preparation of their bid.
- vii. **Construction.** It is unlikely that participation in construction contracts would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state or local laws.

- viii. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
- ix. **Administrative Services.** Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

B. COMPLIANCE WITH SAN FRANCISCO ADMINISTRATIVE CODE SECTION 6.40

This RFP is subject to Administrative Code Section 6.40. Section 6.40 requires that applicable professional services be procured through a competitive, impartial process under which all Proposers are treated fairly. Actions by a Proposer that provide it with an actual or apparent unfair competitive advantage jeopardize the integrity of the competitive process and may be grounds for disqualifying a Proposer.

In addition to the conflict of interest principles summarized above, actions which may give rise to an actual or apparent unfair competitive advantage include a Proposer's unequal access to nonpublic information gained through its performance (or the performance by any entity on Proposer's team) of an existing City contract where such information may provide Proposer with a competitive advantage in the current RFP process. Proposers are strongly encouraged to investigate and manage any potential unfair competitive advantage situations in advance of forming teams and when considering whether or not to participate in the RFP process. A determination regarding whether an unfair competitive advantage situation exists depends upon the specific facts and circumstances of each situation. Proposers are strongly advised to consult with their legal counsel to determine whether or not an unfair competitive advantage may exist.

C. CONSULTATION WITH COUNSEL

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

D. OTHER GENERAL RESTRICTIONS APPLICABLE TO THIS RFP

A firm cannot be a Prime Consultant or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Consultant or JV Partner (Lead or Non-lead) intends to be listed as a subconsultant on another competing proposal, the Prime Consultant or JV Partner

must fully disclose such intent to the affected parties 15 days prior to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals.

A Prime Consultant or JV Partner cannot participate in more than one interview. A subconsultant or individual on more than one (1) proposing team cannot participate in the interview.

II. BACKGROUND

1. San Francisco Public Utilities Commission (SFPUC)

The SFPUC is a City department that provides retail drinking water and sewer services to San Francisco, wholesale water, and hydroelectric power to San Francisco's municipal operations and other retail customers. The SFPUC operates and maintains 3 treatment facilities, approximately 1,000 miles of collection system, and treats an average of 40 billion gallons of wastewater and stormwater annually. Headquartered at 525 Golden Gate Avenue in San Francisco, the SFPUC has approximately 2,300 employees with a combined annual operating budget of approximately \$700 million.

The mission of the SFPUC is to:

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

The SFPUC is comprised of three (3) separate enterprises. The *SFPUC Water Enterprise* is responsible for managing the transmission, treatment, storage and distribution of potable water to San Francisco's wholesale and retail customers, and the production of hydroelectric power. The *SFPUC Wastewater Enterprise* is responsible for managing the collection, treatment and disposal of San Francisco's wastewater. The *SFPUC Power Enterprise* is responsible for managing retail power sales, transmission and power scheduling, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, energy resource planning efforts and various other energy services.

Hetch Hetchy Water and Power (HHWP) is a division of the Water Enterprise that is responsible for operation and maintenance of SFPUC water and power facilities in the Sierra and Coast Range Mountains and the San Joaquin Valley. A foremost objective of the Division is to assure

continuing availability of the pristine Hetch Hetchy water supply as needed by the Water Enterprise to meet service needs. In addition, an HHWP Division objective is to take best advantage of hydroelectric power generation and transmission opportunities arising from water operations to benefit the Power Enterprise. SFPUC's Enterprises are operated and managed as separate financial entities with separate enterprise funds.

Water System Description

The SFPUC Water Enterprise manages a complex water supply system that stretches from Hetch Hetchy Valley in Yosemite National Park to the San Francisco Bay Area. The transmission system is driven wholly by gravity except where local watershed treated waters are introduced. The system provides high quality water to the City as well as southern regions of the Bay Area. Approximately two-thirds of the delivered water is supplied to suburban agencies in the counties of Alameda, Santa Clara, and San Mateo, and close to one-third is used by customers in the City of San Francisco.

The transmission system (or regional system) consists of over 280 miles of pipelines, over 60 miles of tunnels, eleven (11) reservoirs, five (5) pump stations, and three (3) major water treatment plants. The regional system traverses three (3) major earthquake faults. The City distribution system (or local system) consists of a network of more than 1,250 miles of pipeline, twelve (12) reservoirs, nine (9) storage tanks, twelve (12) pump stations, eight (8) hydropneumatic stations and seventeen (17) chlorination stations, all located within the City of San Francisco. The Water Enterprise also operates and maintains the auxiliary water supply system which supports fire-fighting efforts in San Francisco by providing a high-pressure, robust, independent.

2. Hetchy System Improvement Program (HSIP)

A. Hetchy System Improvement Program (HSIP Program) delivers capital improvements proposed to enhance the SFPUC's ability to provide reliable, affordable, high quality water to its 2.6 million customers in an environmentally sustainable manner. The *HSIP Program* objective is to provide cost-effective water quality, seismic reliability, delivery reliability, and water and power supply improvements to HHWP facilities. The program is developed around two (2) fundamental principles - a clean unfiltered water source and a gravity-driven system.

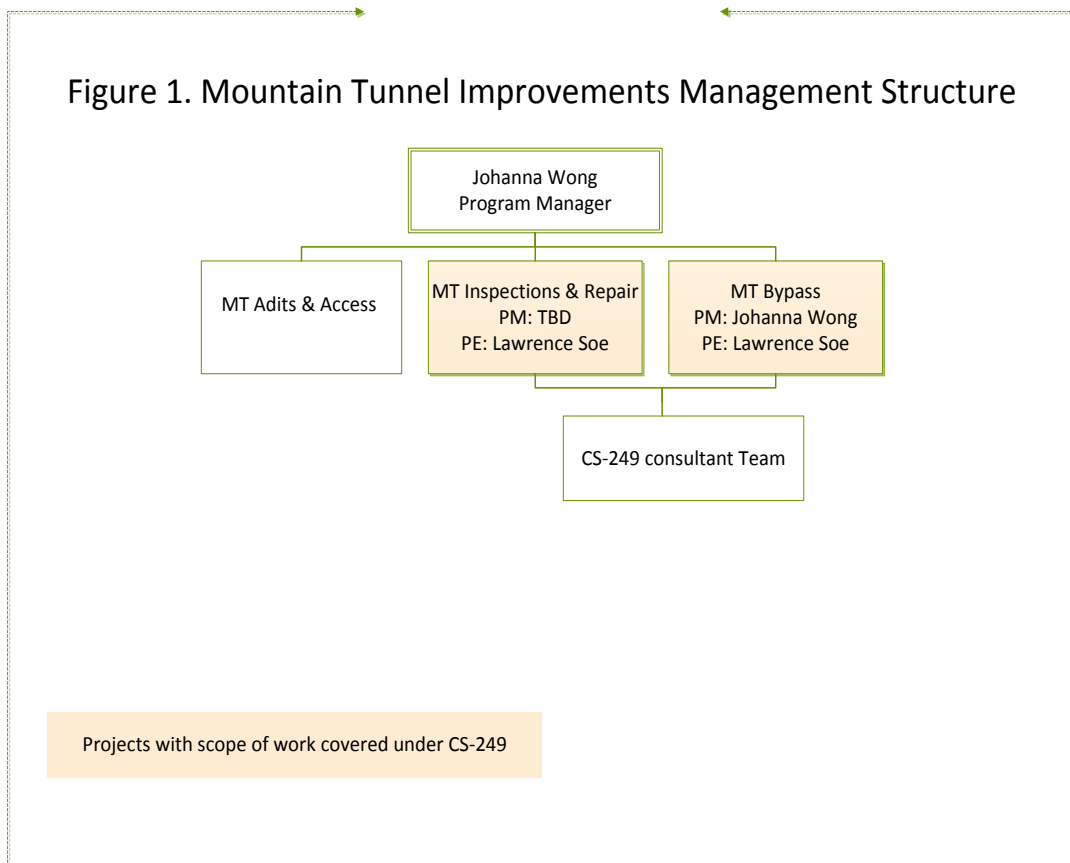
The Hetch Hetchy Water and Power system is a publicly owned, operational system, built with local funds, not State or Federal, and is maintained with local financing to benefit the public. The HSIP capital improvement projects are divided into three portfolios Water, Power, and Joint. The Water program includes water only assets and water quality projects. The Power program includes power assets only. The Joint program includes projects that are used for both water and power assets.

B. SFPUC – Infrastructure Division

The Infrastructure Division will manage the Mountain Tunnel Improvements. Within the SFPUC, the Infrastructure Division is responsible for overseeing all water, power and sewer capital programs and projects. Organizational capacity and in-house staff capabilities continue to expand and increase. However, where the Infrastructure Division does not have the expertise, or chooses to supplement staff, professional services firms are retained.

The Assistant General Manager (AGM) for Infrastructure manages the Division and oversees the five (5) bureaus of the Infrastructure Division - Project Management Bureau (PMB), Engineering Management Bureau (EMB), Construction Management Bureau (CMB), Bureau of Environmental Management (BEM) and Contract Administration Bureau (CAB).

See Figure 1 below for management structure representing the Mountain Tunnel Improvements Projects.



3. Project Background and Objectives

Mountain Tunnel conveys the SFPUC water supply from Kirkwood Powerhouse to Priest Reservoir. It is the singular route to deliver water from Hetch Hetchy Reservoir into the Priest Reservoir and the Priest Bypass Pipeline. Mountain Tunnel has been in-service since 1925 and consists of lined and unlined sections depending on the geology of the surrounding rock. Due to its age, deferred maintenance and construction deficiencies during the period of original

construction from 1917-1925, sections of the lined portion of the tunnel have deteriorated, some more extensively than others.

The purpose of the proposed Mountain Tunnel Improvements Projects is to improve reliability of daily water delivery to customers, to ensure water quality, and to provide continued capacity to meet future demands.

Currently, the Mountain tunnel Improvements will be carried out in three (3) projects:

Mountain Tunnel Adits & Access Improvement

Project Description: The project will construct improvements to adits 5/6 and 8/9, as well as improvements to access roads to said adits, in order to accommodate quick entry of construction crews and equipment into Mountain Tunnel for emergency repair and regular maintenance. The project also provides for the preparation and implementation of an emergency Restoration Plan with the goal of returning Mountain Tunnel to service within 3 months following an emergency collapse of the tunnel lining.

This project has no scope under CS-249.

Mountain Tunnel Inspection and Repair

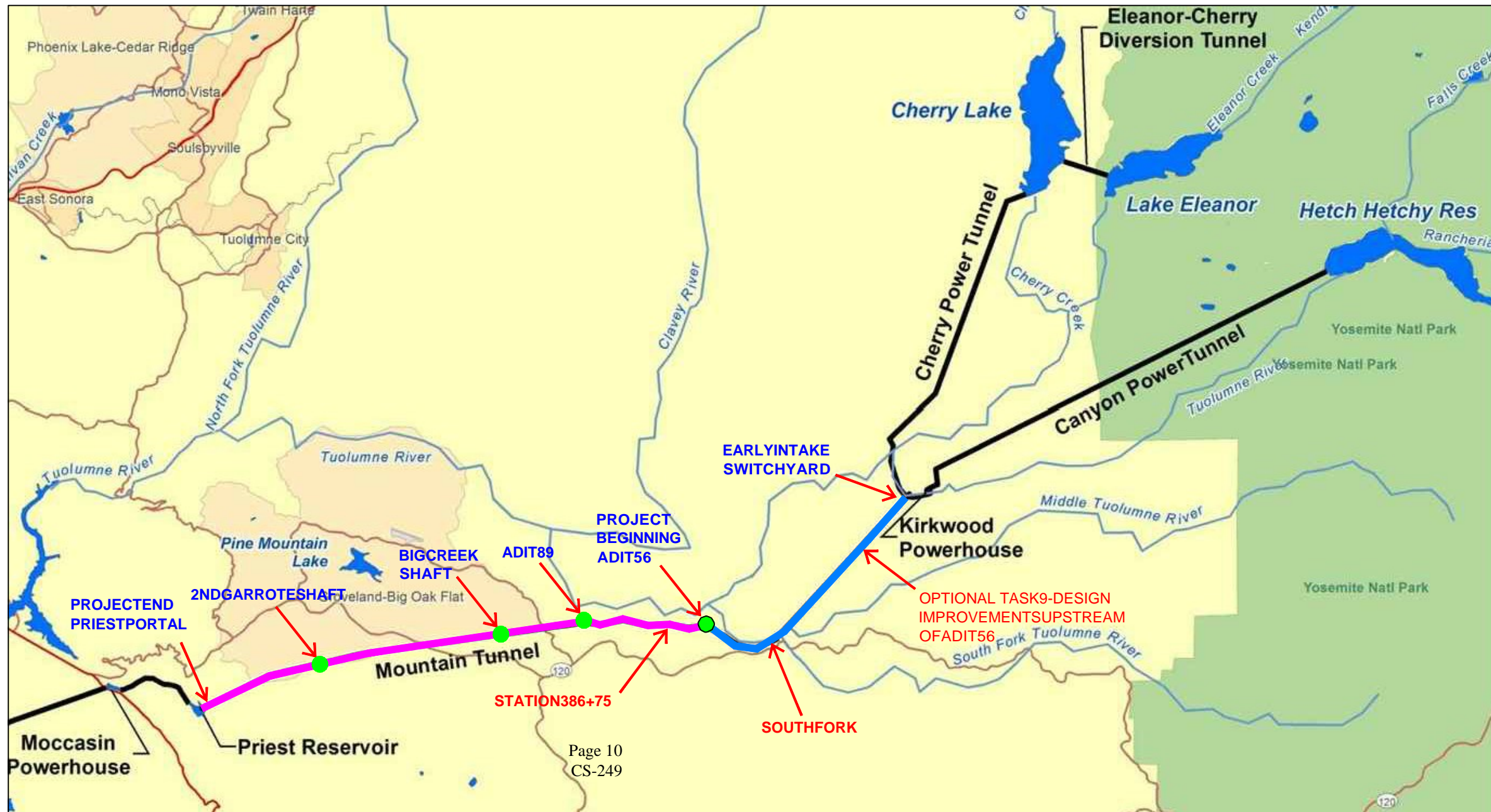
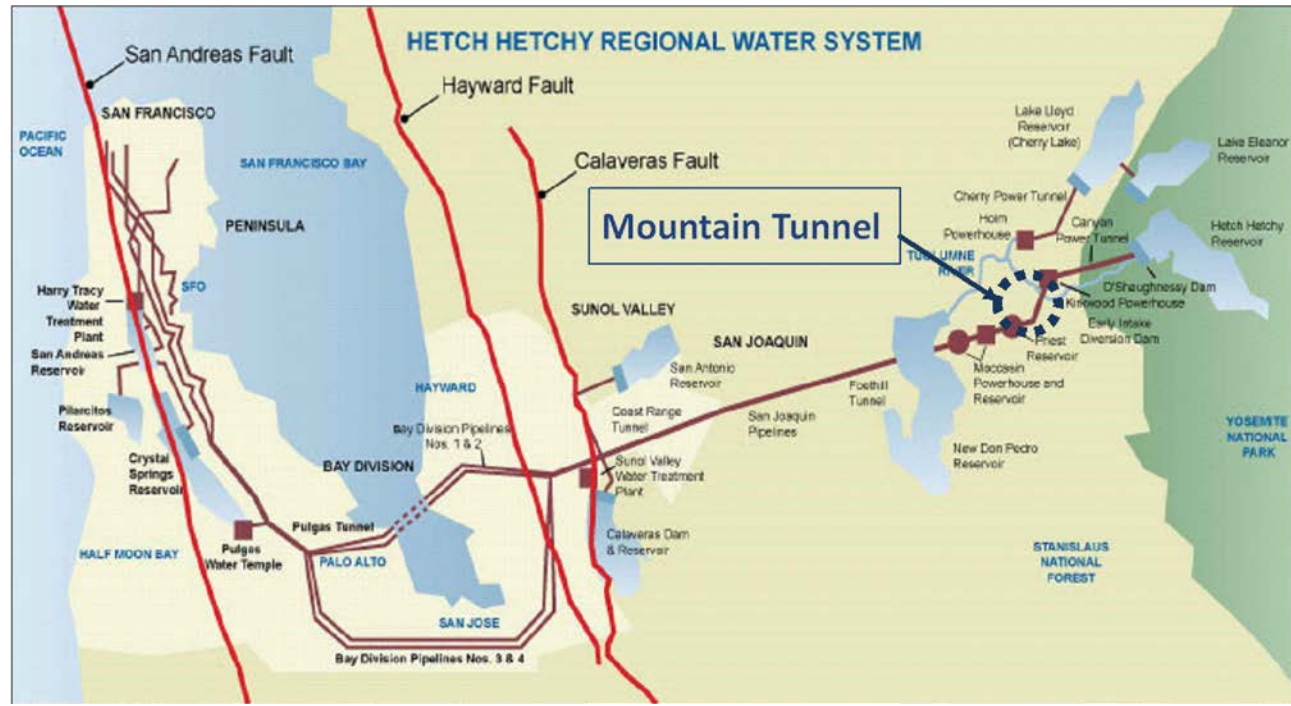
Project Description: The project provides for a tunnel inspection in 2017 to update the Condition Assessment conducted in 2008, as well as short term repairs in 2017 and 2018 to reduce risk of lining collapse.

This design and construction support scope Status of this project is covered under CS-249, with the exception of the design of the interim repairs in 2017. The design of the interim repairs in 2017 will be performed under the CS-296 Contract.

Mountain Tunnel Bypass

Project Description: The project provides for evaluation of alternatives for the repair or replacement of Mountain Tunnel, and eventually, the design and construction of the Preferred Engineering Alternative that will keep this vital component of the Hetch Hetchy Water and Power System in reliable service for years to come.

Schematic map of the area is on the following page:



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It is understood that environmental impacts of this preferred project alternative and other alternatives will be analyzed during the Environmental Review Phase of the project. The preparation of the project Environmental Impact Report (EIR/ES) will be under a separate contract with an environmental consultant. The CEQA/NEPA work will address impacts of the project on biological and cultural resource, water quality, air quality, noise, and other impacts. A separate NEPA document may be required.

Status of Project Reports and Studies

Mountain Tunnel Bypass Project Status

An aerial survey along the Mountain Tunnel alignment was completed by Meridian Survey, Inc. in 2013.

A preliminary geologic reconnaissance and geotechnical boring plan was developed by Geotechnical Consultants, Inc. in 2013. This document provides a preliminary geologic assessment of surface features, including potential boring locations that have been environmentally cleared. This work can be incorporated into Task 7 as determined appropriate by the Proposer.

An Alternatives Analysis Report (AAR) identifying and evaluating rehabilitation alternatives for the existing Mountain Tunnel was completed by URS Corporation in September 2013. Based on criteria and weighting factors provided by SFPUC, the AAR recommended a 12-mile Bypass Tunnel alternative to carry forward to the Conceptual Engineering Phase.

A Technical Advisory Panel (TAP) was established to review the AAR. The TAP produced an Assessment Report in December 2014. An Addendum to the AAR was subsequently completed by URS on March 27, 2015. Based on the AAR evaluation criteria and weighting factors provided by SFPUC, the 12-mile bypass tunnel alternative was identified as the highest ranking alternative.

Mountain Tunnel Inspection and Repair Project Status

A separate Request for Task Order Proposal under contract CS-296 is anticipated to be issued in July 2015. This Task Order has an anticipated NTP by August 2015. It will provide detailed design services for the interim repairs of Mountain Tunnel during the 2017 shutdown. The design of the 2017 interim repairs will be based on the 2008 Condition Assessment. The areas to be repaired will be those that can be reasonably accessible from Priest Portal, and can be reasonably completed during the 60-day shutdown starting in January 2017.

Electronic copies of above-mentioned reports and other reports are included in the CD-ROM noted on page 2 of this RFP.

III. SCOPE OF SERVICES

1. Introduction

The SFPUC Infrastructure Division has developed the enclosed scope of services for this RFP. The selected Proposer, working under the direction of the Project Manager and Project Engineer in the SFPUC Infrastructure Division, will provide planning and engineering services for the following Mountain Tunnel Improvement Projects:

- a) Mountain Tunnel Inspection and Repair Project
- b) Mountain Tunnel Bypass Project

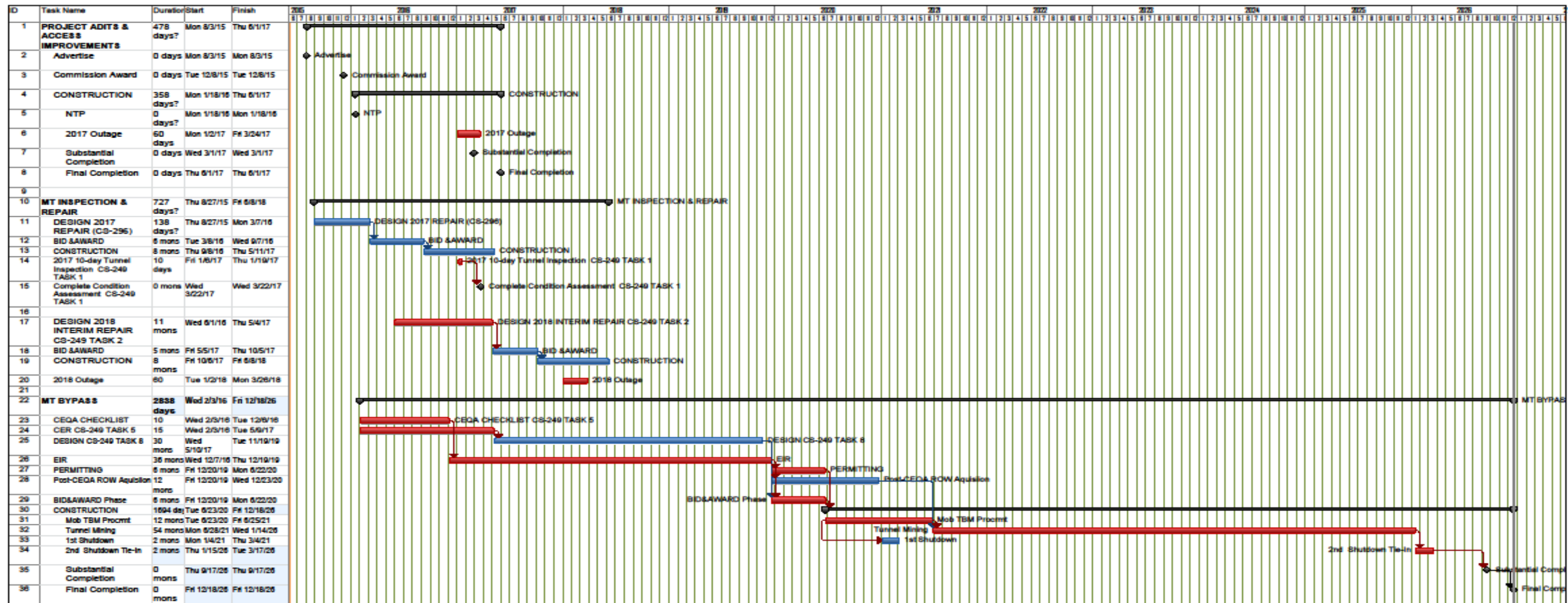
2. Schedule

Preliminary planning, to date, shows the project extending over ten (10) years if a new bypass tunnel is built, with a majority of the engineering design work completed during the first four (4) years of the Contract. The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs.

The preliminary schedule indicates the following critical due dates to meet the baseline schedule of the Mountain Tunnel Improvements:

- Design Completion of 2018 Interim Repair (Task 2) by early May 2017 to be able to advertise and award the construction contract for the January 2018 tunnel shutdown
- Completing the CEQA Checklist (Task 5) on a rehabilitation and a bypass tunnel alternative by within 10 months of NTP to facilitate the start of the anticipated 3-year Environmental Phase to meet baseline schedule
- Preparing for and performing the Tunnel Inspection in January 2017, and the subsequent Condition Assessment 2 months thereafter, to be able to confirm or modify the Preferred Engineering Alternative and be able to start the Design Phase.

The Preliminary Schedule for the Mountain Tunnel Improvements is shown on the next page. Proposers shall predicate their proposal on these schedule constraints.



Project: CS-249 Preliminary Sched
Date: Fri 6/5/15

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Critical
Milestone	External Milestone	Manual Task	Start-only	Critical Split
Summary	Inactive Task	Duration-only	Finish-only	Progress

Page 1

3. General Description of Services

This RFP solicits the services of a Proposer to (1) perform tunnel inspection, (2) prepare CER, (3) perform geotechnical and hazardous materials investigations, laboratory testing and reports; (4) perform detailed analysis and design of a new deep rock tunnel and repair of an existing deep rock tunnel; (5) prepare contract documents including plans and specifications for inclusion in the construction contract documents; (6) prepare engineering cost estimates and construction schedules; (6) provide engineering support during environmental review, bid and award, and construction of the Mountain Tunnel Improvements; and (7) related tasks as outlined below. Close coordination with SFPUC staff is essential for the timely completion of the whole project design.

Phase	Task	
Mountain Tunnel Inspection and Repair Project		
Planning	1	2017 Tunnel Inspection and Condition Assessment
Design and Construction	2	2018 Interim Repair
Mountain Tunnel Bypass		
Planning	3	Management & Coordination of Proposer's Services (Planning Phase)
	4	Review Background Information
	5	Conceptual Engineering
Design	6	Management & Coordination of Proposer's Services (Design & Construction)
	7	Geotechnical Investigation and Site Characterization
	8	Tunnel Engineering and Design
	9	Design of Tunnel Improvements upstream of Adit 5/6 (Optional)
	10	Engineering Support during Bid Phase Services
	11	Engineering Support during Environmental Review Phase
	12	Technology Transfer
Construction	13	Land Needs and Property Acquisition (Optional)
	14	Engineering Support during Construction & Closeout Phase Services
	15	Communications and Public Outreach (Optional)
	16	Community Benefits

4. Detailed Description of Tasks

The following is a description of the tasks identified to complete the required assignment. As directed in Section V (Proposal) of this RFP, Proposer shall expand upon this description of work and/or add tasks to fully identify work and work products. The work products listed at the end of each task represent key deliverables but are not inclusive of all anticipated deliverables.

Modified tasks may be suggested as part of the proposal, provided clear, concise explanations are included. In this request for proposal, the terms Proposer and Consultant are used interchangeably.

Task 1: 2017 Tunnel Inspection and Condition Assessment

Review previous inspections of Mountain Tunnel. In 2006 and 2008, detailed inspections of the tunnel were completed for the production of a tunnel Conditions Assessment Report. The tunnel inspection in January 2008 was conducted from South Fork East to Priest Portal. According to HHWP reports, there were eleven other inspections of the tunnel since its completion in 1925: 1928, 1931, 1932, 1934, 1941, 1950, 1965, 1980, 1989, 1990, and 2003.

Due to operational constraints, the tunnel can only be taken out of operation during low flow months; assume a 10-day window for inspection during the first half of January 2017.

Develop a Technical Memorandum for the Tunnel Inspection Plan and Condition Assessment of the Mountain Tunnel, that will include, among other things:

- Milestone schedule for the preinspection, inspection and post inspection activities.
- the information that will need to be obtained during the tunnel inspection and analyses that will be performed to be able assess the condition and reliability of the tunnel.
- Lining sample plan describing sample locations, quantity, method (i.e., ASTM C1604/C1604M), etc. for obtaining and testing of samples of the existing lining between Station 385+75 and Priest Portal.
- quality control plan to ensure the quality of the work products and deliverables of this task.
- Plan on how to complete the 19-mile tunnel inspection activities, including but not limited to, the roles & responsibilities of the Inspection Team, proposed schedule (including the number of entries & areas to be covered), a lighting plan, and equipment list, etc.

Conduct meetings as necessary to coordinate with Operations for shutdowns and LOTO. HHWP operations will prepare LOTO plan for the shutdown. Coordinate as needed for dewatering, access, ventilation, disinfection, return-to-service, etc.

Conduct meeting as necessary with other project teams that are involved with the two other construction work that will be ongoing during the 2017 shutdown Adits and Access Improvement Project and the 2017 Interim Repair.

Prepare Master Outage Checklist.

Perform site visits, as necessary, to define site constraints and task requirements

Prepare Safety and Rescue Plan which shall include, but not be limited to, the following items:

1. Site specific safety procedures 2.
2. Identification and mitigation of known hazards – Methane gas, confined space, etc.
3. Job Hazard Analysis (JHA) worksheet for known hazards.
4. Air monitoring and testing program – includes software and instrumentation for fixed, continuous, remote real time monitoring (shall tie into SCADA) and instrumentation for hand-held monitoring by the inspection team.
5. Required training for all personnel entering the tunnel.
6. Certificates of qualified personnel including Tunnel Safety Representative / Gas Tester.
7. List of safety and communication equipment. The communication equipment shall be able to provide maximum communication coverage over tunnel length.
8. Coordination with Fire and Rescue Agencies and Cal/OSHA Mining & Tunneling Unit.
9. Safety Permits / Notifications.
10. Emergency responses / Rescue team /Surface Support team.
11. Tunnel Safety Training Plan.

Perform the inspection in the January 2017 10-day window, from Early Intake Switchyard Adit to Priest Portal, including, but not limited to:

- Verifying the condition of the temporary manifold upstream of the South Fork Siphon
- Observe and quantify sediment at the invert of the South Fork Siphon
- Observe and quantify inflows into the tunnel
- quantifying, approximate sizing, classifying, mapping and photographing of defects based on methods established in the 2008 Condition Assessment

Prepare Tunnel Inspection Report documenting the detailed activities and conditions that occurred during the inspection, such as Air Quality Monitoring Reports. Include any lessons learned.

Prepare Condition Assessment Report that includes, among other things: risk analysis and short term and long-term asset management recommendations.

Outcome of condition assessment must be presented to SFPUC staff by April 2017.

Deliverables:

- Meeting minutes or summaries documenting key decisions and action items from meetings or workshops. Site Visit notes documenting pertinent observations, discussions, including photographs and geotagging. Provide one electronic copy.
- Draft & Final Technical Memoranda on tunnel inspection and condition assessment plan. Provide 5 copies and one electronic copy.
- Draft and Final Tunnel Safety and Rescue Plan
- Draft and Final Tunnel Inspection Report. Provide 5 copies and one electronic copy
- Draft and Final Condition Assessment Report. Provide 5 copies and one electronic copy.

Task 2: 2018 Interim Repair

The objective of this task is to provide the detailed design services, work products and design support during construction of the repairs of the Mountain Tunnel lining to reduce the risk of collapse.

Design of the interim lining repairs will be based on the 2008 condition assessment and will be confirmed or modified after the 2017 Tunnel inspection.

Lining repairs will be constructed during the 60-day shutdown window scheduled in early 2018. The areas that will be repaired are those that require immediate attention but that are reasonably accessible from Priest Portal, Adit 5/6 & Adit 8/9.

a. Project Management & Coordination

- 1) Facilitate Workshops and Progress Meetings, and record meeting minutes.
- 2) Kickoff meeting to be held in Moccasin, CA.
- 3) Bi-weekly virtual progress meetings (via Webex).
- 4) Three (3) workshops at Moccasin to present the Basis of Design/Design Criteria, 50% and 100% design submittals.
- 5) Develop Draft and Final Project Management Plan that includes, among other things:
 - i) *The approach to the overall engineering and design of the project.*
 - ii) *Project Team organization and responsibility.*
 - iii) *Critical Path Method (CPM) design schedule of tasks, milestones, deliverable due dates, including City review of each submittal.*
 - iv) *List of tasks and corresponding staff and budget.*
 - v) *Quality Assurance/ Quality Control Procedures.*
 - vi) *Communication Plan.*

b. Document Review & Site Visits

- 1) Review the existing documentation (2008 Condition Assessment Report, 2017 Interim Repair contract documents, etc.).
- 2) Attend site visit and perform site reconnaissance as necessary to define site constraints and project requirements for detailed design and construction.
- 3) Prepare Site Visit Memorandum. At a minimum, the memorandum shall document the date of the site visit, list of participants, summary of discussions, and pertinent observations including photographs and geo-tagging.

c. Provide preliminary and final design reports, including the Basis of Design Report that clearly outlines the engineering strategy and design criteria. Subjects to be addressed in the design reports include approach to execute construction, construction methods, construction traffic, power and other utility requirements, staging area requirements, etc.

d. Prepare 50%, 100%, and Issued for Bid design plans and technical specifications.

- e. Support to the SFPUC EMB Project Engineer for the development of Division 00 and Division 01 specifications, including, but not limited to, providing schedule requirements and constraints, and environmental mitigations.
- f. Prepare Construction Cost Estimates and Schedules at both 50% and 100% design completion. At 50% design and 100% design, the selected Proposer shall provide a Class 3 and Class 1 estimate respectively as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No.17R-97. Selected Proposer shall also provide construction schedules at 50% and 100% design Submittal, showing major milestones and activities.
- g. Provide engineering support services during the bidding period, including attending and making a presentation at a pre-bid conference, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting the SFPUC Project Team in the evaluation of Construction bids.
- h. Provide the engineering support services during construction which includes participation in weekly construction meetings, site meetings and inspections, entering the tunnel and confirming or modifying the quantities and location of repairs, answering requests for information (RFI), reviewing submittals and reviewing change orders. For budgeting and proposal purposes, assume an allowance of \$80,000.
- i. Proposer shall develop Record Drawings based on the Contractor's red-line drawings. The Proposer shall develop As-built Drawings for the Project based on the Contractor's red-line. Record Drawings shall be developed using AutoCAD (2012 version). The selected Proposer shall submit half-sized Draft Record Drawings for HHWP to review and approve for the Project. The Draft submittal shall include both hard copies and an electronic copy in .pdf format. The Final Submittal of the Record Drawings shall include hard copy half-sized drawings and electronic copies in both the native .dwg and .pdf formats.

Deliverables

1. Draft and Final Project Management Plan - Provide two (2) hard copies and one (1) electronic copy.
2. Meeting Minutes, Site Visit Memorandum- Provide one (1) electronic copy.
3. Draft and Final Design Reports - Provide five (5) hard copies and one (1) electronic copy.
4. 50%, 100% Design Submittal with Construction Cost Estimates. Provide five (5) hard copies and one (1) electronic copy.
5. Record Drawings.

Unless otherwise specified above, all final deliverables shall be in the form of 3 bound copies and 1 unbound copy of reports; 1 reproducible master set of the construction documents (drawings in vellum); a bond set; and 1 digital copy of the drawings in both PDF and AutoCAD format. All final documents (drawings and specifications) for construction shall be stamped and signed by a professional engineer licensed in the State of California.

Task 3 Management and Coordination of Services (Planning Phase)

Provide overall project coordination for keeping project participants informed of progress, technical issues, planned activities, and events. Project participants include City and consultant staff in project management, engineering, environmental planning, construction management, operations, maintenance, and public outreach, as well as independent experts and other parties such as public agencies and community groups. For scheduling purposes, please provide two (2) weeks for City review of each draft deliverable, unless otherwise noted. Perform coordination activities described below.

Based on the Proposer's Work Approach and Task Descriptions (Sections V.3.C and V.3.D, respectively), the Proposer is to prepare a Draft and Final Project Management Work Plan for review and acceptance by SFPUC staff. The Project Management Work Plan is intended to lay the groundwork for efficient execution of planning phase services. The Plan shall include the following information:

- Project Team organization and responsibility including all contact information for key team members.
- List of tasks and corresponding staff and budget.
- Detailed Critical Path Method (CPM) schedule of tasks, milestones, and deliverable due dates.
- Quality Assurance/Quality Control procedures, including but not limited to: procedures for reviewing, distributing, checking, tracking, controlling, and documentation of all work; procedures for resolution of review comments.
- Work Approach to either confirm, modify or refine the currently Preferred Engineering Alternative.
- Cost-loaded work breakdown structure.
- List of deliverables with the proposed deliverable schedule.

File management for project record sharing/keeping and coordination guidelines to allow integration with project team members within SFPUC, Proposer firms, and others. A common web-based document management platform, specifically Microsoft SharePoint, will be used by project team members to store, manage and share documents and files. Microsoft Sharepoint will allow for efficient file management and staff collaboration.

Prepare for and attend project kick-off meeting to review tasks, milestones, roles, communication, and coordination processes with the extended team. The Project Management Work Plan will be discussed during this kick-off meeting.

- Progress Meetings and Workshops.
- Prepare for and conduct technical coordination progress meetings and workshops. For budgeting purposes, assume progress meetings of 2-hour duration every two weeks with City staff and at least 2 project staff from Proposer for the duration of the Planning Phase. Progress meetings will be held in San Francisco, CA.
- Prepare for and conduct half day workshops to discuss Hydraulic modeling, System Operations and O&M strategies with HHWP staff, present the draft CER and Final CER to a Technical Panel and/or Steering Committee. For budgeting purposes, assume 6 workshops/presentations to be held in Moccasin, CA. Proposer may be required to lead

these presentations and will be required to prepare all necessary graphics and PowerPoint slides.

- Prepare minutes/summaries of meetings and workshops documenting key decisions and action items.

Maintain both hard copy and electronic project files (utilizing SharePoint) including all plans, reports, correspondences, calculations, and other relevant documents. All calculations shall be stamped and signed by a Professional Engineer licensed in the State of California. All documents shall be fully checked and signed off in accordance with Quality Assurance/Quality Control procedures.

Coordinate review comments provided by others on reports, memoranda, project documents, and other work products. Document and disseminate responses to review comments. Proposer will provide responses to all comments in a tabular format as provided by the SFPUC.

Deliverables:

- Draft Project Management Work Plan, 5 hard copies and one copy in digital format, within four (4) weeks from NTPs;
- Final Project Management Work Plan, 5 hard copies and one copy in digital format, within two (2) weeks of receiving City's comments;
- Meeting summaries one copy in digital format, within two (2) weeks of date of meeting/presentation workshop;
- Agenda for meetings and workshops, minimum of three (3) days prior to the scheduled event.
- Monthly Progress Reports, one hard copy and one copy in digital format, within five (5) calendar days after the end of each month;
- Monthly invoices, one (1) electronic copy, or as in accordance with City requirements (all costs associated with invoicing must be included as overhead in the OPS);
- Response to review comments, one electronic copy provided with the final version of the respective document.
- A project specific secure File Transfer Protocol (FTP) site for transferring documents.

Task 4: Review Background Information

This task shall include reviewing relevant project documents from all available sources. At a minimum, the Proposer shall review the following:

- Identify data gaps not covered by existing information and documents, but necessary for planning tasks (Tunnel Inspection, CER, CEQA Checklist).
- Site reconnaissance and verification of existing site conditions and existing facilities/utilities may be conducted at the request of the Proposer. Site entry must be coordinated through the Project Manager or Project Engineer.

Deliverables:

Draft and Final Technical Memorandum confirming the adequacy and applicability of information presented in the background documentation; identifying any data gaps that must be completed during the conceptual engineering and design phase of the project; and presenting a schedule and plan for recovery of the data gaps

Task 5: Prepare Conceptual Engineering Report (CER)

The Conceptual Engineering Report (CER) will contain preliminary design criteria and preliminary site layouts to document the basis of design for the Recommended Alternative. The CER shall be structured for two Mountain Tunnel alternatives as described in the final AAR Addendum and will proceed with two layouts.

Proposer will provide a draft and final Hydraulic Analysis Reports to show the hydraulic profile throughout the Mountain Tunnel at different flow and operating scenarios. The reports will be included as part of the CER to establish a 10% design level. The reports shall discuss current and future operations, hydraulic design parameters, facility sizing, etc.. It shall also provide a comprehensive hydraulic and transient analysis including a simulation model. Collect and review available data pertinent to a determination of the Mountain Tunnel flow characteristics, including reports, drawings, inspections, test records, and calculation data. Measure hydraulic characteristics of Mountain Tunnel for a high discharge steady-state flow; Compute theoretical hydraulic gradients & compare results with previous test results.

Prepare a Draft Conceptual Engineering Report for the two top-scoring alternatives in the AAR Addendum : a) 12-mile bypass Tunnel Alternative, and b) Repair Alternative, in accordance with SFPUC standards. The two alternatives as defined in the AAR Addendum can be modified, refined or optimized based on the Proposer's work approach outlined in Task 3.

The CER, at a minimum, should address:

- Project history, purpose, and summary.
- Existing condition & Condition Assessment Summary.
- Basis of Design (Design Objectives, Preliminary design criteria).
- Description of proposed major project elements and anticipated construction method and phasing that will be utilized.
- Hydraulic modeling results.
- System Operations: descriptions and O&M strategies (incorporating input from HHWP).
- Right-of-Way Considerations (temporary and permanent).
- Environmental Considerations.
(Note that BEM will provide an Opportunities & Constrains Report for the two top scoring alternatives that will be incorporated in the CER. The consultant will not need to propose any environmental staff for this MM Task).
- Anticipated Regulatory Requirements.
- Identification of key interfaces with existing facilities or other projects.
- Project schedule.
- Construction and O&M cost estimates.
- Draft specifications section list.

- Preliminary Drawings (site plan, site access, preliminary plans and elevations).
- Coordination needed with other projects in the vicinity; and

Prepare Final Conceptual Engineering Report for the Recommended Final Engineering Alternative. All reference information (AAR, reports, technical memorandums, drawings, etc.) shall be included electronically as reference material for the CER. The CER shall be stamped and signed by a Professional Engineer licensed in the State of California

Prepare Draft and Final CEQA Checklist for the two top-scoring alternatives in the AAR Addendum: a) 12-mile bypass Tunnel Alternative, and b) Rehabilitated Tunnel Alternative, in accordance with SFPUC standards. As previously stated, the two alternatives can be modified, refined or optimized based on the Proposer's work approach outlined in Task 3.

Deliverables:

- Draft and Final Hydraulic Analysis Report. Provide ten (10) hard copies and one (1) electronic version.
- Draft and Final Conceptual Engineering Report. Provide ten (10) hard copies and one (1) electronic version. .
- Draft and Final CEQA Checklist for the a) 12-mile bypass Tunnel Alternative, and b) Rehabilitated Tunnel Alternative. Five (5) hard copies and one (1) electronic version. Final CEQA Checklist must be completed within 10 months after NTP to enable the initiation of the Environmental Review.
- Background Drawings. Provide background drawings, in electronic and hard copy, containing topographic information and location of existing utilities. For the drawings submittal, furnish 2 bound full size sets and 1 AutoCAD file.
- Survey Information. Submit electronic and hard copy of survey field notes and data and other backup information used in developing background topographical drawings.
- Utilities and Facilities Coordination Information. Prepare and submit one hard copy and one electronic copy of a memorandum summarizing the results of utility and facility location work. The memorandum and accompanying documents should record information on utilities and facilities that may conflict with the tunnel facilities. It should identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities. Provide electronic and hard copy of potholing information including summary information and detailed field data.

Task 6: Management and Coordination of Proposer's Services (Design Phase)

This task is similar to Task 3 except the Draft and Final Project Management Work Plan shall be for deliverables for the Design and Construction Phases.

Provide overall project coordination for keeping project participants informed of progress, technical issues, planned activities, and events. Project participants include City and consultant staff in project management, engineering, environmental planning, construction management, operations, maintenance, and public outreach, as well as independent experts and other parties such as public agencies and community groups. For scheduling purposes, please provide two (2) weeks for City review of each draft deliverable, unless otherwise noted. Perform coordination activities described below.

Based on the Proposer's Work Approach and Task Descriptions (Sections V.3.C and V.3.D, respectively), the Proposer is to prepare a Draft and Final Project Management Work Plan for review and acceptance by SFPUC staff. The Project Management Work Plan is intended to lay the groundwork for efficient execution of planning phase services. The Plan shall include the following information:

- Project Team organization and responsibility including all contact information for key team members;
- List of tasks and corresponding staff and budget;
- Detailed Critical Path Method (CPM) schedule of tasks, milestones, and deliverable due dates;
- Quality Assurance/Quality Control procedures, including but not limited to: procedures for reviewing, distributing, checking, tracking, controlling, and documentation of all work; procedures for resolution of review comments;
- Cost-loaded work breakdown structure
- List of deliverables with the proposed deliverable schedule.

File management for project record sharing/keeping and coordination guidelines to allow integration with project team members within SFPUC, Proposer firms, and others. A common web-based document management platform, specifically Microsoft SharePoint, will be used by project team members to store, manage and share documents and files. Microsoft Sharepoint will allow for efficient file management and staff collaboration.

Prepare for and attend Design kick-off meeting to review tasks, milestones, roles, communication, and coordination processes with the extended team. The Project Management Work Plan will be discussed during this kick-off meeting.

Progress Meetings and Workshops:

- Prepare for and conduct technical coordination progress meetings and workshops. For budgeting purposes, assume progress meetings of 2-hour duration every two weeks with City staff and at least 2 project staff from Proposer for the duration of the Design Phase. Progress meetings will be held in San Francisco, CA.
- Prepare for and conduct half day workshops to present the Design Criteria Report, Risk Assessment, 35%, 65% and 95% design submittal in Moccasin, CA. For budgeting purposes, assume seven (7) workshops/presentations to be held in Moccasin, CA.

Proposer may be required to lead these presentations and will be required to prepare all necessary graphics and PowerPoint slides.

- Prepare minutes/summaries of meetings and workshops documenting key decisions and action items.

Maintain both hard copy and electronic project files (utilizing SharePoint) including all plans, reports, correspondences, calculations, and other relevant documents. All calculations shall be stamped and signed by a Professional Engineer licensed in the State of California. All documents shall be fully checked and signed off in accordance with Quality Assurance/Quality Control procedures.

Coordinate review comments provided by others on reports, memoranda, project documents, and other work products. Document and disseminate responses to review comments. Proposer will provide responses to all comments in a tabular format as provided by the SFPUC.

Deliverables:

Draft Project Management Work Plan, 5 hard copies and one copy in digital format, within four (4) weeks from start of Design Phase.

Final Project Management Work Plan, 5 hard copies and one copy in digital format, within two (2) weeks of receiving City's comments.

Meeting summaries one copy in digital format, within two (2) weeks of date of meeting/presentation workshop.

Agenda for meetings and workshops, minimum of three (3) days prior to the scheduled event.

Monthly Progress Reports, one hard copy and one copy in digital format, within five (5) calendar days after the end of each month.

Monthly invoices, one (1) electronic copy, or as in accordance with City requirements (all costs associated with invoicing must be included as overhead in the OPS).

Response to review comments, one electronic copy provided with the final version of the respective document.

A project specific secure FTP site for transferring documents.

Task 7: Geotechnical Investigation and Reports / Site Characterization

Define and implement a geotechnical investigation and site characterization program to determine required design parameters and to assess ground and groundwater conditions along the alignment of the tunnel facilities to the extent necessary to reduce uncertainty to a reasonable level. The program should take into account previous work and investigations.

For the proposer's perusal, a preliminary geotechnical exploration plan, available in the supporting documentation, consists of approximately 50 potential drill sites along the alignment subdivided into six reaches from Adit 5/6 to Priest Portal with a spacing of approximately 2,000 to 3,000 feet. The drill-hole location selection process involved many considerations regarding the tunnel's geologic, geotechnical, and practical aspects including 1) adequate longitudinal spacing along the alignment, 2) lateral offset from the tunnel alignment (i.e. topography, right-of-way), 3) drill rig accessibility (i.e. roadway conditions), and 4) the safety of drill crews and other persons working at the drill site. A biological and cultural resources review of the suggested drill sites has been conducted to assess environmental concerns. Details of the boring locations including latitude, longitude, elevation, local geology, and estimated boring angle are the supporting documentation.

The geotechnical investigations and site characterization program shall include, but not limited to, the items listed below.

- Site exploration including, but not limited to, drilling and sampling boreholes, test pits, cone penetration test, sampling for soil and groundwater corrosivity tests, sampling for presence of hazardous materials in soil and observation wells. Site services shall also include in-situ testing and monitoring including but not limited to, groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, downhole logging, and hydraulic conductivity testing.
- Laboratory testing including, but not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil and groundwater handling and disposal requirements and assess the nature and extent of hazardous gases.
- Assessment of seismicity to the design of the tunnel and its associated infrastructures (proposed and existing).

Please note that the geotechnical work will require environmental review. Appropriate duration should be provided for this review in the schedule for geotechnical investigations. BEM will obtain the CEQA clearance for the geotechnical investigations. Obtain any necessary access, drilling, to develop, define and implement a project specific geotechnical investigation and site characterization, and by providing technical support as needed to secure permits.

Any required permits involving State and Federal Endangered Species Act and the National Historic Preservation Act, Section 106 will be obtained by BEM. Fieldwork shall be performed in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines outlined in the Field Manuals published by the SFPUC Land & Resource Management Section.

Develop and conduct a specific study to assess mechanized excavation by TBM. The study shall include appropriate laboratory testing of the materials for any type of mechanized excavation method considered by the Consultant. Other than laboratory testing, the results of the study shall be presented in a technical memorandum that will not be incorporated as a bid document.

Provide the deliverables described below. Prepare geotechnical reports in accordance with the American Society of Civil Engineers (ASCE) document entitled "Geotechnical Baseline Reports for Underground Construction" dated 2007 or most recent edition.

Deliverables:

- Draft and Final Geotechnical Investigation and Site Characterization Work Plan. The plan shall describe the geotechnical investigation and site characterization program. Applicable portions of the plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. The work plan for geotechnical investigation shall be reviewed and accepted by the SFPUC prior to proceeding with the work. Provide 5 hard copies and one electronic copy of the draft and final plans.
- Draft and Final Geotechnical Data Report (GDR). The report shall provide factual data and information obtained from the geotechnical investigation efforts. Provide 5 hard copies and one electronic copy of the draft and final reports.
- Draft and Final Seismicity Report. The report shall document site specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact of steel lined pipe and mortar lining; and risk assessment related to ability of tunnel facility to remain operational after design-level seismic event. Provide 5 hard copies and one electronic copy of the draft and final reports.
- Draft and Final Technical Memorandum on Mechanized Excavation. The report should evaluate the technical feasibility of different excavation methods and ground modifications considered by Consultant for applicability to the Mountain Tunnel Bypass, and provide recommendations as to the types of methods that should be allowed or excluded for tunnel construction. Provide 5 hard copies and one electronic copy of the draft and final reports.
- Draft and Final Geotechnical Interpretive Report (GIR). This report is to provide interpretation of factual data derived from field investigations. The purpose of the report is to document interpretations used in design and in preparation of the Geotechnical Baseline Report. It is not intended for use as a bid document. Provide 10 hard copies and one electronic copy of draft and final reports. Submit draft prior to submittal of draft Geotechnical Baseline Report (GBR).
- Draft and Final Geotechnical Baseline Report (GBR). This report is to provide baseline information to be used in preparation of construction bids. Provide 10 hard copies and one electronic copy of draft report. Provide 15 hard copies and one electronic copy of final report.. Submit draft with submittal of 65 percent plans and specifications.
- Draft and Final Hazardous Materials assessment. This report is to provide estimated locations of soils and groundwater containing hazardous constituents. The report will

provide information for developing methods and locating sites for handling, treatment, storage and disposal of excavated materials. The report will be used for planning and design of materials management of the project, including preparation of contact specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated solids and groundwater. The report will provide information on the presence of hazardous gases. The report will be available to bidders for use in preparing construction bids. Provide 5 hard copies and one electronic copy of draft report. Provide 10 hard copies and one electronic copy of final report.

- Other Reports. Other reports may be requested based on geotechnical evaluations and recommendations. Such reports may address settlement estimates and monitoring or other measures identified by Consultant or SFPUC. Provide 10 hard copies and one electronic copy of draft and final reports. For budgeting purpose and the preparation of the Overhead & Profit Schedule, provide an allowance of \$150,000 for services related to the other reports.

Task 8: Tunnel Engineering & Design

Provide engineering and design services to perform, document, and prepare a complete detail design package for tunnel facilities including tunnel, tunnel portal shafts, vent or intermediate structures, liner, pipeline and connecting pipeline to new function/control structures, and ancillary appurtenances along tunnel alignment. Prepare work products including design reports, plans, specifications, cost estimates, and construction schedules.

Consultant shall conduct a risk workshop around 35% Design for risk identification and qualitative risk analysis. Risk register produced at the workshop shall be updated at 65% and 95% design with risk quantification and mitigation.

Consultant shall conduct design criteria workshop in Moccasin, CA as early as possible during the design phase, with final Design Criteria Report finalized at 35% design level.

Reviews of work products will be performed by SFPUC and by a panel of project independent consultants retained by SFPUC. For review comments provided by the SFPUC, maintain a spreadsheet with responses indicating how the comments were addressed. For review comments provided by the project independent consultants, maintain a separate spreadsheet with responses indicating how each comment was addressed.

Provide the deliverables described below. For design reports provide draft and final versions.

Design

phase information may be provided in different formats than described below if approved by SFPUC. A budget for optional services will be developed to address unforeseen needs and conditions.

Deliverables:

- Design Reports. Provide preliminary and final design reports. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports, include, but are not limited to: design

criteria, tunnel alignment, shaft locations, muck disposal, groundwater control and disposal, tunnel and shaft construction methods, initial tunnel support, final lining, utilities and facilities coordination (to identify existing utility conflicts with proposed tunnel facilities), staging areas, ancillary facilities, and other operation and maintenance (to describe the operation and maintenance procedures during commissioning and post-construction inspection)

Provide 15 hard copies of preliminary and final design reports, and one electronic version.

- **Detail Design Plans.** Provide plans and specifications at approximately 35%, 65%, 95%, and 100% levels of completion. Plans and specifications shall be prepared in compliance with standard SFPUC format. For each submittal, provide written responses to SFPUC review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Consultant. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Consultant shall provide a detailed description of the 35%, 65%, 95%, and 100% submittals for review and acceptance by SFPUC prior to award of the tunnel engineering service contract. For submittal of plans and specifications at each of the levels of completion (35%, 65%, 95%, 100%), provide 15- bound copies with half size plans, 1 unbound copy with half size plans, 2 copies with full size plans, and 1 full size unbound vellum copy of plans. Provide one electronic copy of the 100 percent submittal. Electronic copy shall include an AutoCAD disk of contract drawings, and a disk containing contract specifications in MS Word and Adobe Acrobat PDF.
- **Work with SFPUC staff to complete preparation of Division 0 and 1 of the project specifications, including, but not limited to, providing technical project requirements, schedule requirements and constraints, and environmental mitigation specifications.** Contract drawings shall be in a format as designated by the SFPUC. Contract documents for tunnel facilities shall include plans and specifications for environmental mitigation, to obtain construction contractor compliance with mitigation requirements contained in EIR/ES and permit documents. For submittal of specifications at each of the levels of completion (35%, 65%, 95%, 100%), provide 15 bound copies, and 1 unbound copy. Provide one electronic copy of the 100% submittal. Electronic copy shall include a disk containing contract specifications in MS Word and Adobe Acrobat PDF.
- **Construction Cost Estimates and Schedules.** Provide construction cost estimates at 35%, 65%, and 100% levels of design completion. Provide construction schedules at 35%, 65%, and 95% levels of design completion showing major milestones and activities.
- **Risk Assessment Register Technical Memorandum.** Provide 10 hard copies and one electronic copy of the draft and final technical memorandum.

Task 9: Design of Tunnel Improvements upstream of station Adit 5/6 (Tunnel Access Improvements, South Fork Siphon, and Infiltration Mitigation Scope) - Optional

Detailed project components of this task may include:

Surface Access Improvements

- Rehabilitate/Expand Access Road South Fork
- South Fork Crossing Surface Improvements.

Existing Adit Improvements

- Switchyard Adit
- South Fork East Adit

Activities within the Existing Tunnel

- Permanent Solution for Infiltration under Middle Fork Tuolumne River
- Debris Removal from South Fork Siphon and Construct Rock Trap

Upon implementation of this Task, HHWP will have the ability to efficiently access the tunnel to perform maintenance and repairs, or respond in the event of an emergency. Access points will be well-spaced along the alignment of the tunnel. The section of the tunnel downstream of Station 386+75, which is judged to present the greatest risk to the reliable operation of the tunnel, will be accessible from Priest Portal (using existing portal) and Adits 8/9 and 5/6.

This Task will include a permanent solution to the infiltration under Middle Fork Tuolumne River (see Section 4.6.4), cleaning of the South Fork Siphon, and construction of a rock trap upstream of the siphon (see Section 4.6.5). These activities are considered necessary to achieve the project needs of restoring the hydraulic capacity of the tunnel and finding a permanent solution to the infiltration upstream of South Fork. Rehabilitation of the South Fork East Adit will accommodate construction in these areas.

This Task does not address the deterioration of the lined sections of the tunnel downstream of Station 386+75. The localized repairs upstream of Station 386+75 are also not included in this alternative. This Task is meant to provide an interim solution to allow access for emergency repairs and ongoing maintenance activities.

Under direction of the SFPUC Project Engineer, the Proposer may be required provide engineering and design services to prepare a complete detail design package for the components discussed above, including road upgrades, access improvements and adit improvements along the tunnel alignment. Prepare work products including design reports, plans, specifications, cost estimates, and construction schedules. Determine the recommended construction methodology for all access components of the project.

For budgeting purpose and the preparation of the Overhead & Profit Schedule, provide an allowance of \$1,500,000 for services related to the other reports. This work will be performed in conjunction with Task 8 where applicable. Please do not use this task and/or its budget to satisfy the LBE goal requirements.

Deliverables

- Conceptual Engineering Report – Include sections regarding tunnel access improvements, the South Fork Siphon, and infiltration mitigation design in the draft and final Conceptual Engineering Reports described in Task 5.

- Design Criteria Report – Include sections regarding tunnel access improvements, the South Fork Siphon, and infiltration mitigation design in the draft and final Design Criteria described in Task 5.
- Detail Design Plans – Provide plans and specifications regarding tunnel access improvements, the South Fork Siphon, and water infiltration mitigation design in conjunction with the design submittals described in Task 8.
- Division 0 and 1 Specifications – Incorporate pertinent information regarding tunnel access improvements, the South Fork Siphon, and water infiltration mitigation design into the Division 0 and 1 specifications in conjunction with the design submittals described in Task 8.
- Construction Cost Estimates and Schedules – Include sections regarding tunnel access improvements, the South Fork Siphon, and water infiltration mitigation design in the construction cost estimates described in Task 8.
- Risk Assessment Register Technical Memorandum and Matrix Table – Include sections regarding tunnel access improvements, the South Fork Siphon, and infiltration mitigation design in the submittals described in Task 8.

Task 10: Engineering Support during Environmental Review Phase

The proposed project will require California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review. In support and at the direction of the Project Engineer, the Proposer may be requested to provide project support during the Environmental Review Phase, including but not limited to:

- Maintain awareness in the environmental review phase and the requirements imposed on the project by environmental documents.
- Production of a summary project information relevant to environmental review at the completion of the draft CER with descriptions of the project components in text and graphics.
- Provide technical information required for environmental review as well as review documents produced during Environmental Review including Draft EIR/ES, 2nd Draft EIR/ES, Draft Response to Comments (RTC), and proposed Mitigation Measures.
- Provide sufficient and timely project technical information to for environmental review as well as review and assess proposed and approved mitigation measures.
- Production and presentation of materials at two EIR/EIS public scoping meetings (one in Moccasin or Groveland and one in San Francisco), participate in meetings to public agencies including but not limited to the S. F. Board of Supervisors, S.F. Planning Commission, and the SFPUC Commission.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$250,000 for this Task. *****Please do not use this task and/or its budget to satisfy the LBE goal requirements.*****

Task 11: Engineering Support during Bid & Award Phase

Provide engineering support services during the bidding period, including attending and making a presentation at a pre-bid conference, responding to questions as directed by EMB Project Engineer, taking notes on questions that may arise, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting SFPUC in the analysis and evaluation of bids, and reviewing product substitutions. For budgeting purpose and the preparation of the Overhead & Profit Schedule, provide allowance of \$150,000 for this task.

Deliverables

- Written responses to Questions on Bid Documents (QBD).
- Addenda to contract drawings and specification. Provide written addenda and related drawings revisions. Written addenda shall be in MS Word format (latest City version) and drawing revisions shall be in AutoCAD format (latest City version). Transmission of electronic files shall be by e-mail, disk or other method acceptable to the SFPUC. There shall be no direct transmission of information to bidders. All information will be sent to the Project Engineer.
- Technical Memorandum on bid evaluation; if requested by the City.

Task 12: Technology Transfer

Provide SFPUC technology transfer/cross training related to the scope of work and deliverables. While training content will be identified jointly with the SFPUC during the Design Phase, required training areas include but are not limited to tunnel safety, maintenance and rehabilitation strategies for tunnels, and geotechnical considerations related to rock or mixed soil tunnel design, alternative contract delivery methodologies, and lessons learned. Other areas that may be considered include tunnel design, tunnel lining design, tunneling methodology and shaft construction. Services to be provided under this task include preparing, coordinating, and providing training sessions. The training duration shall be approximately 240 hours of training and preparation time, and may be covered in classroom, field visits or through on-the-job sessions. These training sessions shall be independent of the other workshops held for this project and other services provided for in other tasks. Parts of the documents developed under other tasks can be used as some of the training material. For proposal budgeting purposes and the preparation of Overhead and Profit Schedule, provide an allowance of \$75,000.

Task 13: Land Needs and Property Acquisition - Optional

SFPUC will lead the effort as it relates to property acquisition, right-of-way (ROW) and real estate services (RES). SFPUC staff will conduct an evaluation of property requirements and an assessment of properties adjacent and near the Mountain Tunnel. Proposer is to provide technical support with respect to property rights required for the project as described herein:

This task includes all real estate pre-acquisition activities required to assist the SFPUC Right of Way staff necessary to allow construction of the proposed project. Pre-acquisition activities are defined as activities that can occur in advance of the necessary environmental clearances required for the construction of the proposed project.

These types of activities will include but not be limited to identifying the activities requiring ROW coordination for each project component; review of existing deeds, leases and easements; review of documents related to the acquisition of ROW and/or property necessary for the project; coordinate with project manager to identify ROW needs; conduct field observations; coordinating with property owners and local jurisdictions; preparing ROW data sheets.

- Proposer shall review existing plats and descriptions, mapping, deeds, title reports, easements, leases and other documents related to the acquisition of properties (title and easements) along the project alignment.
- Proposer shall coordinate with SFPUC project manager to determine the type of ROW and acquisition services required, timing, and whether there are reasonable alternatives.
- Proposer shall conduct a site reconnaissance at properties requiring real estate acquisition services. Field observations shall note condition of existing ROW, and identify opportunities and constraints to securing ROW.
- Proposer shall assist SFPUC staff and coordinate with property owners and identify property owner concerns and needs. Proposer shall develop an approach for coordinating with property owners and jurisdictions that own more than one parcel that may be impacted by acquisition activities.
- Proposer shall assist Right of Way/RES in securing Permits to Enter to allow project manager to perform necessary surveying, geotechnical investigations and environmental assessments any other project related investigations required related to the design of the project.
- Proposer shall prepare ROW data sheets as requested by Right of Way staff.
- Proposer shall assist Right of Way in assessing the overall ROW needs for the proposed project including an estimate of the approximate level of effort, person hours required during high activity periods, gaps in staffing and approaches how to complete acquisitions within the project schedule constraints.
- Proposer shall provide as needed: Title reports for properties required to complete the project along with any related land surveys, preparation of plat maps and appraisal maps, preparation of legal descriptions, and any other work required to properly appraise the property rights required and to ultimately acquire those property rights.

The acquisition activities may only begin after receiving approval from the SFPUC. Right of Way activities include but are not limited to identification of feasible property, land surveys, preparation of appraisal maps and legal descriptions for the required property rights, fair market value appraisals, preparation of government code offers to purchase, presenting the government code offer to the property owners in person unless impractical, negotiations with property owners, and if required: securing rights of entry, preparation of resolution of necessity package, assist the San Francisco City Attorney with preparation and filing of condemnation documents, providing Relocation Assistance Services as necessary, and all other activities required to secure possession of property rights required to advertise the proposed project.

Deliverables:

- Draft and Final Technical Memorandum for proposed project describing the extent of the acquisition related activities required, critical analysis of the ROW issues, and recommendations how to secure the necessary ROW

- Deliverables as itemized in the subtask scope, as needed.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$200,000 for this task

***** Please note that any subcontractors listed to complete this task cannot be used to satisfy the contract's LBE subcontracting participation requirement *****

Task 14: Engineering Support during Construction Phase

Provide engineering support and design-related services to City during construction phase. This includes but is not limited to the following:

- Review and written response to shop drawings, submittals, and requests for substitution from the contractor.
- Assist Construction Management (CM) staff in responding to design-related Requests for Information (RFI), and Requests for Substitution (RFS).
- Prepare drawings and/or specifications for design related proposed change orders.
- Provide technical support with analysis of contractor requests for additional compensation. Claims may be related to differing site conditions, etc.

Provide field engineering support as follows:

- Attend bi-monthly coordination meetings at construction site and issue-specific meetings at job sites and SFPUC offices.
- Provide field engineering services for monitoring and documentation of field conditions, tunneling activities, water inflow, spoils characteristics, grouting, and other field activities. Such field activities may include vibration monitoring, settlement monitoring, and initial welding of steel liner. This task shall include, but not be limited to, providing a full time engineer in the field with significant experience in engineering and construction of tunnels similar to the Mountain Tunnel projects. The field engineer will provide technical support related to quality assurance, , change orders, claims analysis and mitigation , and other issues. Any information related to as-builts conditions that the field engineer develops during the course of duties shall be transmitted to the Project Engineer.
- Provide assistance during testing, startup and project closeout.
- Provide support with in-plant inspection of pipe, including factory site visits, site visit reports, and preparation of checklist for review and inspection of pipe fabrication.

Task 15: Communication and Public Outreach - Optional

The City will be implementing a comprehensive public information effort to educate the public on the Hetch Hetchy System and the Mountain Tunnel Rehabilitation Project. SFPUC Communications will be the lead entity on this effort. The Proposer will provide substantial support to SFPUC Communications.

Provide assistance in developing and implementing a public involvement plan in support of the design of this project. Such communication and public outreach activities will likely include evening and/or weekend community meetings. These types of activities include by are not limited to:

- Public Meeting Logistics – create illustrative displays and collateral material for distribution and other support of the meeting related to the design work performed. Identify and secure meeting locations, note taking during meetings, and production of meeting summaries and follow-up documents.
- Support of City speakers – assist City staff with scheduling and developing public and Commission presentation about this project at local neighborhood, community and merchant association meetings. This may include PowerPoint presentations, meeting scheduling, and translation services.
- Notifications/Direct Mail Services – create and mail newsletters, project updates, and workshop notification pieces to residents, businesses and other stakeholders. This will also include development and placement of advertisement in print, television, or radio formats. Assist SFPUC staff in preparation of a complete contacts list and schedule for communication with key contacts, including general public, neighbors, landowners, non-governmental agencies, department staffs, and elected officials.
- Translations – provide oral and written translation capabilities for project materials and workshops.
- Printed services – provide printing services for mailed notices, newsletters, project displays, streetlight banners, decals, billboards, etc.
- Other outreach services as needed – assist City with contractor outreach.

Proposer shall provide video, graphic art, and 3D/virtual animation skill sets to support the overall communications of this project to the general public, media, public officials, staff, and/or technical audience members throughout the planning and detailed design of the project. This will include, but is not limited to, video development and creation, GIS overlays of aerial photos, animated virtual flyovers, or representations of the subsurface conditions.

For budgeting purpose and the preparation of the Overhead & Profit Schedule, provide allowance of \$100,000 for this task.

****** *Please note that any subcontractors listed to complete this task cannot be used to satisfy the contract's LBE subcontracting participation requirement* ****

Task 16: COMMUNITY BENEFITS

Introduction

The San Francisco Public Utilities Commission (SFPUC) is committed to being a good neighbor to all who live or are directly affected by its activities and investments. The SFPUC defines community benefits as those positive effects on a community that result from the operation and improvement of its water, wastewater and power services. The SFPUC seeks to partner with Proposers who share our responsibility to deliver concrete positive benefits to our communities. Through the community benefits program, the SFPUC seeks to identify partners with shared values to build stronger partnerships through the City and region, resulting in healthier and more vibrant communities.

Instructions for Community Benefits Submittal

In the Community Benefits Submittal, each Proposer shall identify projects and/or activities that will promote the social and economic outcomes described in the SFPUC Community Benefits Policy (see Appendix O). The Community Benefits Submittal, inclusive of any text, tables, or figures, shall not exceed five (5) pages. Each page must be numbered at the bottom right-hand corner. Proposers shall use a minimum of 10-point font and at least one-inch margins in the preparation of their Submittal. Proposers will be scored based on their response to the following categories:

I. Community Benefits Plan Work Approach and Project Team/Organization

Please provide us with a short description of your company, your overall approach to community benefits and how the activities will be delivered as part of a cohesive and integrated plan. In this section, please include:

- A description of the overall approach for the community benefits program and how it aligns with the SFPUC's community benefits policy and the company's corporate social responsibility goals of the company.
- A summary of the features of the plan including target beneficiaries, expected outcomes and delivery mechanisms.
- A list of the role(s) of individuals that will be responsible for implementation of the community benefits plan, detailing specific responsibilities, expectations, decision making authority, and relevant contact information.

II. Community Benefits Commitments – Please provide a summary of the proposed community benefits commitments both annually and over the life of the contract. Any Community Benefits Commitments that the Proposer voluntarily commits to should benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC. Commitments shall not go to the SFPUC or any employees of or entities associated with the SFPUC. Proposers are invited to submit proposals that focus on, but are not limited to, the following priority categories:

i. Workforce Development – The SFPUC understands the importance of building a strong, diverse, and skilled 21st Century workforce to ensure the region's economic stability and prosperity, particularly for mission-critical jobs related to SFPUC's core functions. Successful workforce development strategies may include public-private-community partnerships that tackle barriers to employment and focus on internships, on-the-job training, and employment opportunities.

ii. Economic Development – The SFPUC is committed to economic development strategies which promote contracting opportunities with local companies, small businesses, and the hiring local workers. Successful economic development proposals may include investments in public-private-community initiatives that help ensure that the businesses and workers that make up the local communities where the SFPUC operates and provides services receive economic benefits from the project.

iii. Environmental Justice/Environment Programs – The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share

of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC (See Appendix N for the SFPUC Environmental Justice Policy). The SFPUC seeks to prevent, and lessen the disproportionate environmental impacts of its activities on communities in all our service areas. The commitments are separate from and in addition to any regulatory or otherwise necessary environmental processes or requirements that must be performed as part of the project.

- iv. **Education** - The SFPUC is focused on ensuring that students are building a foundation to become the guardians and stewards of the SFPUC water, power, and sewer systems. Successful education proposals may include activities and initiatives that involve partnerships with local nonprofits and schools, and take into consideration the priorities of the school district.
- v. **Innovations in Corporate Social Responsibility** – Proposers may have additional innovative or creative programs that incorporate existing company values and deliver community benefits that are consistent with the SFPUC Community Benefits Policy outcomes. Proposed commitments in this area should clearly state evidence of successful innovations, and how the program(s) will benefit the communities served by the SFPUC.

Provide summarize the proposed Community Benefits commitments in a table or spreadsheet that includes a description of the community benefit activity, expected outcomes, the timetable and duration of the commitments, the dollar amount of direct contributions, the number and cost of labor hours, and/or volunteer hours that will be committed to the each specific initiative, as well as for the total project amount for the duration of the contract.

Table XX - Community Benefits Summary Table

				(A)	(B)	(C)	(D)	(E)
Community Benefit Category (choose from above)	Community Partner (when needed)	Expected Outcomes (be as specific as possible)	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (Specify a rate for all hours)	Total Value of Volunteer Hours (B x C)	In-Kind Contributions
1.								
2.								
TOTAL								

*Additional resources and background information on the Community Benefits Program can be found at www.sfwater.org/communitybenefits. For illustrative purposes only, a list of existing Community Benefits made by firms can be found in Appendix O.

III. Performance Measures, Accountability, and Deliverables

i. Performance Measures: Community Benefits commitments submitted in response to this RFP must be performed by the successful Proposer progressively during the Agreement term, commencing when Notice To Proceed (NTP) is issued for the first task associated with this Project. If a Proposer has established programs or plans that are consistent with the Community Benefits areas described above, they may continue those programs as part of their community benefits commitments and will be given credit for activities that are performed after the contract is awarded by the SFPUC. Commitments performed as part of previous contracts or prior to the Proposer's submittals in response to this RFP cannot be used as the Proposer's Community Benefits Commitments to this RFP (unsuccessful proposers will be able to use any proposed Community Benefits Commitments in response to this RFP for submittals as part of their responses to future contracting opportunities). Performance of the Proposer's Community Benefits shall not be dependent upon or necessitate any actions or decisions by the SFPUC.

ii. Accountability: Proposers should provide detailed descriptions of accountability methods and measures that will be implemented to ensure that the proposed Community Benefits Commitments will be delivered to the communities they are intended to benefit in a transparent and accountable manner. To maximize transparency and accountability, a process or mechanism must be proposed that will assist the SFPUC in independently verifying that such funds and resources were actually delivered to the intended beneficiaries.

iii. Deliverables: The deliverables for the Community Benefits section will be to perform the specific commitments that the successful Proposer voluntarily commits. In addition:

1. Each successful proposer will meet with the SFPUC Assistant General Manager for External Affairs or designee to develop a Community Benefits Plan and Timeline within three months of issuance of NTP. The Community Benefits Plan and Timeline will provide details regarding expenditures, a schedule, and timelines related to the Community Benefits Commitments. The Proposer will develop the Community Benefits Plan and Timeline so that all of the deliverables, including the dollars and hours associated with the Community Benefits commitments, are aligned with SFPUC's priorities and broader agency-wide strategy in order to leverage and maximize the collective resources and positive community impact. The Community Benefits Plan and Timeline will have the necessary flexibility relating to timing, expenditure of funds, partners, strategic delivery, scale, and performance so that they are all aligned with the SFPUC's community benefits strategy.
2. The successful proposer shall meet once a year with the External Affairs Community Benefits Manager during the term of the Agreement to discuss the

work plan and associated timelines, and make any adjustments or updates as necessary to ensure the commitments are delivered within the life of the contract.

3. Each successful Proposer shall submit quarterly reports to the SFPUC External Affairs Community Benefits Manager, which should detail factors such as total number of hours, dollars, etc. contributed to-date. Reports are submitted on the last business day of the month following the close of each quarter. As part of the quarterly reports, the Proposer will also be required to submit documents to substantiate that the Community Benefits commitments and any funds associated thereto were in fact delivered to the communities they were intended to benefit.
4. Each successful proposer shall also submit a stand-alone annual report to the SFPUC External Affairs Community Benefits Manager documenting the culmination of the community benefit commitments and outcomes for the year.

iv. Task Cost: Although this is a deliverable task, it is non-compensable. Zero hours should be allotted in your overhead and profit schedule for this task. No hours or dollars should be allotted or included in Proposer's costs for this Project in order to perform or deliver the voluntarily proposed Community Benefits Commitments. If the Proposer commits any funds to delivering the Community Benefits Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Proposer commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including release of retention, etc.

The provision of Community Benefits Commitments by Proposer does not entitle Proposer to additional task orders or additional work beyond issued-task orders. In the event that the contract value is not fully expended or is otherwise amended, the parties hereby agree to meet and discuss the impact to the corresponding Community Benefit Commitments. The representations, warranties and other terms contained in this Community Benefit Commitments section have been designed by Proposer as 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.

5. General Obligations

All documents generated by the Proposer as part of this project shall be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in 10 bound and 1 unbound hard copies and 1 digital copy supplied on a CD, unless otherwise specified. All digital deliverables shall be in the latest version of the applicable software.

Based on the overall CEQA/NEPA evaluation (performed by others), incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents and schedule deliverables accordingly.

Where interim submittals for review are called for at 10%, 35%, 65%, 95% and 100%, a red-marked copy shall be submitted showing checker comments as proof of QA/QC adherence. The following descriptions indicate the content of those interim design submittals to be presented to the SFPUC.

A. Conceptual Engineering (10% Design)

Documents shall encompass the following:

- Project scope definition.
- Practical and technical approaches to fulfill project objective.
- As-built information, site plans and preliminary alignment (plans).
- critical constraints for recommended option.
- Comprehensive hydraulic analysis.
- Drawing list, , work plan, construction schedule, and a construction cost estimate ($\pm 30\%$ accuracy).
- Summary of design approach.

B. 35% Design

Documents shall encompass the following:

- Sufficient definition of the facility to identify all major elements required, and verification of feasibility of the design; and a list of permit requirements.
- Identification of construction contract method.
- Preliminary horizontal (plans) and vertical alignments (sections) of the elements being designed; excavation and shoring support methods; methods of groundwater control, handling, and treatment; identification of any road relocations and traffic routing; utility search.
- Coordination with SFPUC Design Team to establish location of near-surface and surface facilities associated with the elements being designed.
- Design Criteria based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the General Seismic Design Requirements for SFPUC facilities.
- Identification of design issues
- Drawings, in conformance with SFPUC standards, outline of specifications a construction schedule, and a construction cost estimate ($\pm 30\%$ accuracy). The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts.

C. 65% Design

Documents shall encompass the following:

- Incorporation of SFPUC and project team comments from 35% submittal.

- Integration of drawings and specifications with those produced by SFPUC Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings.
- A preliminary list of proposed pre-purchase materials and equipment.
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions.
- Updated detailed construction cost estimates ($\pm 20\%$ accuracy) and construction schedule.

D. 95% Design

Documents shall encompass the following:

- Incorporation of SFPUC and project team comments from 65% submittal.
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC.
- Updated detailed construction cost estimates ($\pm 10\%$ accuracy) and construction schedule.
- Completion of construction plans and specification for integration with construction plans/drawings and specifications produced by the SFPUC Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC Contract Preparation staff.

E. 100% Design

Documents shall include the following:

- Finalized, signed and wet stamped plans and specifications inclusive of all comments generated by SFPUC Contract Preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA audit.
- A detailed itemized final construction cost estimate ($\pm 10\%$ accuracy) for the construction.
- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services.
- All necessary supporting documents for permit applications.

The final submittal shall encompass 1 bound copy and 1 unbound copy of reports; 1 reproducible master set of the construction documents, including a vellum set; and 1 digital copy of the drawings in AutoCAD.

All Proposer submittals shall be compatible with the SFPUC standards to allow easy entry into the SFPUC Records Management System.

IV. QUALIFICATIONS

1. Prime Proposer and Joint Venture (JV) Partners Minimum Qualifications

Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. Proposals that do not clearly demonstrate compliance with the minimum qualifications may be rejected by the City without further consideration.

To qualify as a Prime Proposer or JV Partner for this RFP, a Proposer must possess the following minimum qualifications:

- The Prime Consultant or JV Partnership must individually or collectively, have a minimum of fifteen (15) years' experience in the business of planning, design, and construction management of large diameter, preferably water supply, tunnels.
- The Prime Proposer or Lead JV Partner must have experience as the Prime, or Lead JV, on at least one (1) completed water infrastructure projects, each with a minimum project construction value of \$50 million, within the last fifteen (15) years that are similar in complexity to this project.
- The Prime Proposer or Lead JV Partner must have a fully functioning office located within 30 miles from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outlined in this RFP.

2. Subconsultant Qualifications

To qualify as a Subconsultant that will provide technical services described in this RFP, the Subconsultant(s) must possess the following:

- A minimum of three (3) years' experience in one of the technical fields required under the scope of services

Non-technical Subconsultants (e.g., reprographics) are not required to meet the above Subconsultant qualifications.

3. Key/Lead Team Member Qualifications

To qualify as the **Project Manager** for this RFP, an individual must possess the following:

- An employee of the Prime Proposer/JV Partner for a minimum of six (6) months prior to the due date for Proposals submitted in response to this RFP.
- A minimum of fifteen (15) years of leading role experience in project management, planning, design, and construction of large, complex tunnel projects.

- At least three (3) years experience serving as the project manager of at least two (2) large, complex preferably water supply, tunnel projects within the last fifteen (15) years.
- California registration in his/her technical discipline.

To qualify as the **Lead Tunnel Engineer** for this RFP, an individual must possess the following:

- A minimum of fifteen (15) years' experience in the design of at least two (2) large diameter tunnel projects, preferably in rock and with deep shafts.
- Previous experience must include both new tunnels and rehabilitation projects.
- California registration in his/her technical discipline.

To qualify as the **Lead Geotechnical Engineer**, an individual possess the following:

- A minimum of fifteen (15) years of geotechnical investigation and site characterization experience.
- Experience in geotechnical engineering such as development of characterization plans, performance of exploration work, performance of geologic/geotechnical interpretations, and development of geotechnical reports for the design and construction of tunnels in rock.
- Experience in at least three (3) verifiable tunneling projects with features similar to the proposed project.
- California registration as a geotechnical engineer or certified engineering geologist.

V. PROPOSAL

1. Pre-Submittal Conference, Site Visit and Requests for Information

The pre-submittal conference is scheduled for **2:00 pm on Wednesday, July 1, 2015**. The conference will be held at **525 Golden Gate Ave., 2nd Fl - O'Shaughnessy Conference rooms A, B and C**. Questions regarding the RFP will be addressed and new information will be provided at this conference. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City is not bound by any oral representation. If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP.

Proposers are also encouraged to attend a site visit facilitated by SFPUC project staff to be held at 10:30 am Thursday, July 2, 2015 (Appendix S). To join the site visit, Proposers must meet SFPUC project staff in the lobby of the Moccasin Administration Building, 1 Lakeshore Drive, Junction of Hwy 120 and Hwy 49, Moccasin, 95347. Because of potential site restrictions, each Proposer team is limited to four (4) attendees and one vehicle.

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and directed to Bonita McGee at rfp@sfgwater.org. All inquiries should include the number and title of the RFP. Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the Contract Administration Bureau webpage at <http://contracts/sfgwater.org>. This RFP will be

governed only by information provided through written addenda. With the exception of Contract Monitoring Division (CMD) or City contracting inquiries, no questions or requests for interpretation will be accepted after **Monday, July 13, 2015**.

a. Background Documents

The SFPUC will make available to all Proposers at the pre-submittal conference one or more CD-ROMs containing electronic copies of a portion of the background documents listed under Task 3 in Section III.4 of this RFP. To obtain a free copy of the CD-ROM(s) at the pre-submittal conference, please send a written request to Grace Tang at rfp@sfgwater.org by **June 29, 2015**

2. Proposal Submittal

Deliver the following items in a sealed package clearly marked, ***CS-249, Mountain Tunnel Improvements by [Proposer's Name]***:

- **Proposer's Proposal:** Please submit five (5) hardcopies and ten (10) CDs of the main proposal in Adobe Acrobat PDF format with bookmarks of the proposal and any related information (See Section V.3); in a separate sealed envelope labeled **“Proposals – CS-249 Mountain Tunnel Improvements, by [Proposer's Name]”**;
- **Overhead & Profit Schedule:** Please submit two (2) CDs of the completed Project Fee Schedule in Microsoft Excel format in a separate sealed envelope labeled **“Overhead & Profit Schedule - CS-249 Mountain Tunnel Improvements, by [Proposer's Name]”** (See Section V.4.B);
- **Community Benefits Submittal:** The Community Benefits Submittal, inclusive of any text, tables, or figures, shall not exceed five (5) pages. Each page must be numbered at the bottom right-hand corner. Proposers shall use a minimum of 10-point font and at least one-inch margins. Please submit five (5) CDs of the Community Benefit submittal and any related information in Adobe Acrobat PDF format, in a separate sealed envelope labeled **“Community Benefits Submittal - CS-249 Mountain Tunnel Improvements, by [Proposer's Name]”**;
- **CMD/Local Business Enterprise (LBE) Forms:** Please submit two (2) CDs of the completed CMD Forms 2A, 2B, 3 and 5 from CMD Attachment 2, in Adobe Acrobat PDF format, in a separate sealed envelope labeled **“CMD/LBE Forms - CS-249 Mountain Tunnel Improvements, by [Proposer's Name]”** (See Section V.4.A and Section IX.1.c.);
- **CMD/12B & 12C Form:** Please submit two (2) CDs of the completed copy of CMD form (Form No. 12B-101), in Adobe Acrobat PDF format, in a separate sealed envelope labeled **“CMD/12B Forms CS-249 Mountain Tunnel Improvements, by [Proposer's Name]”** (See Section V.4.A and Section IX.2);
- **First Source Hiring Program Certification Form:** Please submit one (1) CD of the completed copy of the First Source Hiring Program Certification form in Adobe Acrobat

PDF format, in a separate sealed envelope labeled **“First Source Hiring Program Certification Form by [Proposer’s Name.]”** - (See Section X.6);

- **Other Required City Forms:** Please submit one (1) CD of the completed) copy of the following forms, in Adobe Acrobat PDF format, in a separate sealed envelope labeled **“Other Required City Forms - Business Tax Registration Declaration, Release of Liability Form, MCO/HCAO Declaration Forms by [Proposer’s Name].”**

The package, which includes the Proposer’s proposal and six (6) separately sealed envelopes, must be received at the following location no later than 11:00 a.m. on **Tuesday, August 4, 2015**. Postmarks will not be considered evidence of delivery. Late proposals may be deemed non-responsive and rejected.

Proposal should be mailed to:
San Francisco Public Utilities Commission
RE: ***CS-249 Mountain Tunnel Improvements***
525 Golden Gate Ave., 8th Floor
San Francisco, CA 94102

Proposal should be delivered to:
San Francisco Public Utilities Commission
Contract Administration Bureau
RE: ***CS-249 Mountain Tunnel Improvements***
525 Golden Gate Ave., 1st Floor, Customer Service
San Francisco, CA 94102

Note: Mailed or delivered proposals must be received by 11:00 A.M. on Tuesday, August 4, 2015 or will be rejected. Faxed or emailed proposals will not be accepted.

3. Proposal Format and Content

The proposal shall be (1) clear and concise, (2) responsive to all RFP requirements, and (3) presented in the form of a written report separated by tabs into the following subheadings:

- A. Cover Letter
- B. Executive Summary
- C. Work Approach
- D. Task Descriptions
- E. Project Schedule
- F. Project Team Organization and Availability
- G. Proposer Qualifications
- H. Key/Lead Team Member Qualifications
- I. References and Release of Liability Form

Exhibit A - Organizational Chart

Exhibit B – Key/Lead Team Members; Resumes and Letters of Commitment

Exhibit C – Schedule of Estimated Number of Hours Per Task

Exhibit D - Consultant Commitment Matrix for Planning Phase

The Proposer shall refer to Section V.4 (Supplemental Proposal Requirements) for additional documents (including the OPS) that must be prepared and submitted separately from the main proposal report.

The text in the main proposal report, including tables and figures, shall not exceed thirty (30) pages. The Task Description section of the proposal (see Section V.3.D) as well as organizational charts, resumes and the Schedule of Estimated Number of Hours Per Task for Planning Tasks (Tasks 1,3,4 and 5) are to be included as appendices and will not count against the proposal page limit. Proposers shall print their proposal double-sided on 8.5 x 11 inch recycled and/or recyclable white paper (larger size paper can be used for figures and organization charts) and use a minimum font of 10 points with minimum margins of 1 inch for the preparation of their proposal. Proposer shall number every page of the proposal, beginning with the cover letter, including pages with tables and figures.

Proposals must include the following information:

A. Cover Letter

Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include the following: (1) a statement identifying the Lead Proposer if a JV is responding to this RFP; (2) a contact for all communications pertaining to the Proposer's proposal (include telephone number, fax number, e-mail address and mailing address); (3) a statement of the Proposer's overall ability and qualifications to conduct the work; (4) a statement that the Proposer agrees to comply fully with the terms and conditions of the Agreement, attached hereto as Appendix C; (5) a statement that the Proposer agrees that the Proposer's rates and overhead and profit rate listed on the OPS may be incorporated into the Agreement, and are negotiable only at the sole discretion of the SFPUC

and; and (6) a statement that the Proposer agrees to fully comply with all applicable San Francisco laws.

B. Executive Summary

Provide an executive summary that (1) includes a brief overview of the proposal's principal elements, (2) demonstrates an understanding of the SFPUC project objectives, and (3) describes the Proposer's approach for carrying out the scope of services.

C. Work Approach

Describe the approach that your team proposes to use for the following issues.

- Approach to performing the inspection and condition assessment of the existing tunnel in predicting the rate of deterioration and probability of lining failure. Describe proposed analyses and methodology.
- Approach to minimizing cost of doing the parallel CER and CEQA Checklist, and yet being able to support the SFPUC in confirming or modifying the ByPass Tunnel as the Preferred Engineering Alternative.
- Understanding of potential design and/or construction constraints and opportunities and how the project can overcome the challenges and benefit from the identified opportunities,
- Approach to gaining a complete understanding of the possible ground conditions and likely ground behavior during tunneling
- Approach to design of deep shafts through hard rock
- Approach to additional two (2) issues pertaining to a potential design, environmental, or construction constraint and how the Proposer can support the SFPUC in completing this project on schedule and within budget.

D. Task Descriptions

Confirm, expand and/or detail the tasks outlined in the scope of services of this RFP (see Section III.4), and provide detailed descriptions of how the Proposer proposes to execute the work associated with each task. The more detailed descriptions to be provided by Proposer shall not in any way lessen or eliminate any of the work elements outlined in this RFP. The detailed task descriptions provided by the selected Proposer may be incorporated into the scope of services section of the Agreement. The task descriptions to be provided as part of the proposal should therefore be detailed enough to clearly identify the work to be performed under each task.

Clearly identify if there are any expansion or modification to the task descriptions in Section III.4.

The Proposer may suggest additional tasks to facilitate a quality product serving the project. A description of the additional tasks shall be included in the Task Descriptions section of the proposal together with proposed team member and an estimate of hours to complete in the Schedule of Estimated Number of Hours Per Task (Appendix D.) The Proposer shall not however include any additional tasks in the OPS to be submitted as part of the proposal.

The description provided for each task (i.e., tasks outlined in Section III.4 and additional tasks proposed by Proposer) shall include as appropriate the following information:

- Task-specific approach and associated work elements;
- Dependencies on/among other tasks (including activities of others and required key information);
- Responsible party within the Proposer or JV Partners providing staff role and estimated staff hours; and
- Output/deliverables from the task.

E. Project Schedule

The Proposer shall provide a CPM schedule and Gantt chart of all the Planning Phase tasks and subtasks including sequence, duration, dependencies, milestones and deliverables dates. The schedule provided by the selected Proposer for the Planning Phase, may become part of the Agreement.

Proposer will be asked to develop the schedule of the remaining Tasks after the Planning Phase is complete, and/or the Preferred Engineering Alternative has been confirmed.

The selected Proposer may be asked to convert the schedule submitted with its proposal to a format that allows straightforward input of the information into the SFPUC WBS and Project Scheduling Software P6.

F. Project Team Organization and Availability

It is critical that the Proposer clearly outlines how the Project Team will be organized and demonstrates a strong commitment to this project. Proposer should provide an Organizational Chart that illustrates the team structure and resumes of all Key/Lead Team Members in Exhibits A and B of the Proposal, respectively. Also, provide the specific percentage of their work time, each Key/Lead Team Member will spend on the project and confirm their availability throughout the Planning and Design Phases.

G. Proposer Qualifications

Clearly demonstrate that the Prime Proposer (or JV Partner) meet all the minimum qualification requirements outlined in Section IV.1. Provide sufficient information in the proposal for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.
- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific

associations of the JV Partners. The JV Partner shall demonstrate proven experience in managing and leading.

- A description of three (3) tunnel projects each with a minimum project construction value of \$50 million. Two of the three projects must be where the Prime Proposer or Lead JV Partner performed the role of the lead JV partner within the last fifteen (15) years.

Project descriptions shall be limited to two (2) pages for each project. The description shall include:

- Project scope summary.
- Proposer's role and responsibilities in the project.
- Proposer staff members who worked on the project and their specific project role.
- Client name, reference and telephone numbers.
- Dates when the work on the project was performed.
- Project costs (consulting firm design fee and project construction cost).
- Proposer's performance on delivering the project on schedule and on budget.

H. Key/Lead Team Members - Resumes and Letters of Commitment

Clearly demonstrate that the key/lead team members proposed by the Proposer meet all the qualification requirements outlined in Section IV.3. Provide resumes in Exhibit B to contain sufficient information in the proposal for the Selection Panel to evaluate the ability and experience of each key/lead team member to successfully fulfill their roles, and complete the scope of services. The information required in this section for Key/Lead Team Members applies to both the key/lead positions identified in Section IV.3 and the additional key individuals proposed by the Proposer.

Briefly describe the role, responsibilities, qualifications, and company affiliation of each individual on the Proposer team for the scopes of services outlined in this RFP. Discuss team members' background and experience that demonstrate a strong ability to successfully perform the work.

Proposer shall provide a letter of commitment from each Key/Lead Team Member identified previously in the RPF in Sections IV.3. Each letter of commitment shall be attached to the resume of the applicable individual, signed by the applicable individual, and dated within five (5) days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the SFPUC awards an agreement to the Proposer, he or she intends to work on the Project at the percentage of work time specified by Proposer in its proposal for the duration of Planning Tasks (Tasks 1,3,4 and 5) of the Project, and that he/she can potentially be available to participate in the remaining tasks, if applicable. In the absence of a letter of commitment from an identified Key/Lead Team Member, the SFPUC may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

NOTE: The proposed substitution of any Key/Lead Team Members identified to perform Planning Tasks (Tasks 1,3,4 and 5) services will be subject to the following rule in addition to other applicable requirements set forth in the Agreement. Application of the following rule

presumes that the City determines that the proposed substitute Key/Lead Team Member ("Substitute Key/Lead Team Member) is qualified to perform the applicable services.

Rule: If the existing/outgoing Key/Lead Team Member ("Outgoing Key/Lead Team Member"), after leaving that key/lead position, will remain employed by or associated with the same firm, then the Outgoing Key/Lead Team Member must continue to work on the project in collaboration with the Substitute Key/Lead Team Member for a two-month transition period. During this two-month transition period, Contractor shall ensure that the Outgoing Key/Lead Team Member devotes sufficient time to the transition to facilitate a smooth and seamless hand-off of responsibilities and duties to the Substitute Key/Lead Team Member. The Outgoing Key/Lead Team Member's time associated with such transition duties during the two-month transition period will not be billable to the City. Contractor's failure to provide transition services as described above shall constitute a material breach of this Agreement.

The rule described above will not apply to a proposed substitution if (i) the Outgoing Key/Lead Team Member, after leaving the position, will no longer be employed by or associated with the same firm (e.g., the individual will leave the firm to work for a different firm); or (ii) there is good cause shown as determined by the City. If the rule does not apply, based on the exceptions described above, and the proposed Substitute Key/Lead Team Member is acceptable to the City, then Contractor may proceed with the substitution provided that it implements reasonable, good faith measures to mitigate the impacts of the transition to the project. Such measures will be subject to review and pre-approval by the City. Costs associated with such mitigation measures will not be billable to or subject to reimbursement by the City.

I. References

The SFPUC may contact some or all of the project references provided in Section G. Proposer Qualifications to confirm the validity of Proposers' qualifications and the projects listed in the proposal. As part of the submittal package, Proposers must sign and return the Release of Liability (see Appendix J.)

Exhibit A - Organizational Chart

The Organizational Chart must illustrate the team structure of all proposed staff to be included as Exhibit A of the submitted Proposal.

Exhibit B - Resumes with attached Letters of Commitment

See above section "V.3.H. Key/Lead Team Members' Qualifications; Resumes and Letters of Commitment" for the components of Exhibit B to the proposal.

Exhibit C - Schedule of Estimated Number of Hours per Task for Planning Tasks (Tasks 1,3,4 and 5)

Proposers must use Appendix D of the RFP to compile the information in the Schedule of Estimated Number of Hours per Task for Planning Tasks (Tasks 1,3,4 and 5). The components of this schedule will include the same information as included in the Proposer's OPS (see V.4.2 Overhead and Profit Schedule below) with the exception of any reference to monetary amounts. Proposers might even consider preparing their OPS and then deleting the appropriate columns to submit it as Exhibit C to the proposal. Specifically, columns A-F from the OPS (task number; task summary; position description; name of proposed staff person and consultant name) **will** be in the Schedule of Estimated Number of Hours per Task; Columns G-K (base hourly rate; base labor cost; firm overhead and profit rate; billing rate; and actual labor cost) **will not** be in the Schedule of Estimated Number of Hours per Task.

The Selection Panel will evaluate the anticipated level of effort and staff assignments in the Schedule of Estimated Number of Hours per Task as outlined in Section VI. 3 Written Proposal Evaluations below. Note that if any information in the Schedule of Estimated Number of Hours per Task is found to be inconsistent with the OPS, the OPS may be rejected and excluded from the score tabulation (e.g. score of zero for the OPS). For example, the staff proposed in the OPS and the hours allocated to their assignment must line up with the staff and associated hours listed in the Schedule of Estimated Number of Hours per Task.

Exhibit D - Consultant Commitment Matrix

The spreadsheet template attached with this proposal as Appendix M and entitled "Consultant Commitment Matrix" should be filled out completely and included with the proposal as Exhibit D. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, Schedule of Estimated Number of Hours per Task, letters of commitment, etc.) Failure to provide consistent information on the Consultant Commitment Matrix may result in a determination by the SFPUC that the proposal be deemed non-responsive.

The first worksheet tab is entitled "Other Current or Pending Project Commitments." Proposers should fill in each Key/Lead Team Member proposed on this project and include all other projects on which they are committed. The numbers can be in full time employee hours or percentage of time, but the information should be consistent for each team member entry.

The second worksheet tab is entitled "Consultant Commitment Matrix" and should be filled out with each Key/Lead Team Member proposed on this project along with the percentage of time that each Key/Lead Member will spend on each project for the duration of the project.

4. Supplemental Proposal Requirements

A. Contract Monitoring Division Forms

Effective July 28, 2012, the Contract Compliance Unit of the San Francisco Human Rights Commission became the Contract Monitoring Division (CMD) of the City Administrator's Office.

All proposals submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: Form 2A - CMD Contract Participation; Form 2B - CMD "Good Faith Outreach" Requirements Form; Form 3 - CMD Non-Discrimination Affidavit; and Form 5 - CMD Employment Form.

Please submit two (2) CDs of the above forms with your proposal. The forms should be placed in a separate sealed envelope labeled "**CMD/LBE Forms - CS-249 Mountain Tunnel Improvements, by [Proposer's Name]**" and delivered with the proposal package.

Please submit two (2) CDs of the CMD/12B form (Form No. 12B-101). The forms must be submitted in a separate sealed envelope labeled "**CMD/12B Forms - CS-249 Mountain Tunnel Improvements , by [Proposer's Name]**" and delivered with the proposal package.

Failure to complete, sign and submit each of the CMD forms listed above may result in the proposal being deemed non-responsive and rejected.

B. Overhead and Profit Schedule

One (1) original, one (1) copy and one (1) electronic file (compatible with Microsoft Excel) of the Overhead and Profit Schedule (OPS) must be submitted in a separate sealed envelope labeled "**Overhead and Profit Schedule - CS-249 Mountain Tunnel Improvements by [Proposer's Name]**" and delivered with the proposal package.

(i) Overhead and Profit Schedule Components

Proposers must use the form provided in Appendix B to prepare their OPS. The OPS must include hourly rate breakdown (including number of hours, base hourly rate and billing rate) for each staff classification for the Prime Proposer, (or JV Partners), all Subconsultants and special experts. The firm overhead and profit rate must also be listed in the OPS. ***Only one overhead and profit rate must be listed for each firm.*** It must also include a breakdown of all other direct costs (ODCs) and markups on subconsultant labor costs rounded off to two (2) decimal figures.

For fair comparison purposes, all billing rates shall reflect 2015 billing rates. The selected Proposer will only be allowed to escalate its 2017 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. The billing rate for each listed individual may not exceed the lowest rate charged to any other governmental entity. The selected Proposer agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under the Agreement. The selected Proposer 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 the Agreement, whether funded in whole or in part under the Agreement.

Selected Proposer 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 the Agreement or until after final audit has been resolved, whichever is later.

(ii) Overhead and Profit Schedule Requirements

1. Proposers are required to complete the attached OPS (see Appendix B) using all the tasks outlined by the SFPUC in Section III.4 and incorporating a broad range of staff allocation representing a reasonable estimate of the staff to be assigned to each task, including tasks with a pre-determined cost allowance. Proposers shall not include any additional/optional tasks in the Overhead and Profit Schedule. The more detailed descriptions to be provided by Proposer shall not in any way lessen or eliminate any of the work elements outlined in this RFP. ***Please note that Proposers are responsible for the correctness/accuracy of formulas and calculations within the OPS. Should errors be found in the Proposers OPS, the City may assign a score of zero for the OPS evaluation. Furthermore, it is within sole discretion of the SFPUC to reject any proposal that does not comply with the OPS requirements.***

The SFPUC has provided a budget allowance for tasks (including all optional tasks) where the scope of services could not be accurately defined. The Proposer shall complete the OPS so that the Actual Labor Costs provided for tasks with specified allowances are consistent with these allowances. The budget allowances are estimates of the level of effort that may be required to complete these tasks and are provided to ensure the fairness of the evaluation of Proposer's OPSs. These estimates are based on what is known now (i.e., when RFP was prepared). The SFPUC reserves the right to modify the budget allocated to specific tasks when more accurate information is available after the selection process has been completed.

Only one overhead and profit rate can be used for each firm listed in the OPS. Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR) will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR shall not exceed 3.20. The maximum billing rate is \$220/hour.**

The Proposer's billing rates and EOPR provided in the OPS may be -negotiable during the Agreement award process and the duration of the Agreement. The EOPR will apply to the billing rate of all subconsultants not listed in the OPS. If a new subconsultant is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The EOPR will also apply to all amendments to the Agreement.

The Proposer may be required to provide certified payroll records documenting the actual salaries of all individuals who will be added to the project (i.e., individuals not listed in the OPS). The Proposer should note that the City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. Individuals listed in the OPS and for who resumes and qualifications have been submitted as part of the proposal are expected to be provided to the project team.

The Proposer shall provide the markup on Subconsultant labor costs as a separate line item in the OPS. Markups are limited to five (5) percent of Subconsultants' actual labor costs. Markups on ODCs or materials for either the Proposer or its subconsultants are not allowable.

Compensation under this contract will be provided as: 1) labor related costs by hourly billing rates for hours worked, and 2) separately billed direct reimbursable expenses (ODCs).

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firms' proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. The EOPR shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. The EOPR shall apply to all proposed staff and substituted or new or added staff for the duration of the contract.

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

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).
 - 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.
- 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 specialty hardware and software will be the property of the City).
- Permit fees.
- Expedited courier services when requested by SFPUC staff.

Anything not listed above is not eligible for reimbursement and therefore should be included in the Proposer's EOPR if compensation for these expenses is desired. 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 Consultant's home office to SFPUC facilities.
- Contractor staff relocation costs.
- Any labor charges or pass-throughs, including but not limited to, administrative and clerical staff time.
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment.
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff.
- Postage and courier services which are not requested by SFPUC staff.

(iii) Overhead and Profit Schedule Evaluation

The City intends to award an Agreement to the Proposer that is responsive to all RFP requirements and is the best-qualified Proposer, taking the EOPR into consideration. Section VI.5 outlines how the OPS will be evaluated in the selection process.

All Proposers shall keep within the maximum allowed EOPR of 3.20. Any Proposer that does not completely fill out the OPS provided in this RFP and/or does not comply with the maximum allowed EOPR will not receive any points for the OPS portion of the proposal evaluation. Furthermore, it is within sole discretion of the SFPUC to reject any proposal that does not comply with the OPS requirements.

VI. EVALUATION AND SELECTION CRITERIA

1. Initial Screening

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness and responsibility. Proposals found to be responsive and submitted by responsible Proposers based on this initial screening shall proceed to the Proposal Evaluation Process, described below. Elements reviewed during the initial screening include, without limitation, proposal completeness, compliance with format requirements, verifiable references, compliance with minimum qualification requirements, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix C, Professional Services Agreement (P500)).

As a point of clarification, Proposals are not scored during the initial screening process. Initial screening is simply a "pass/fail" determination of whether or not a Proposal meets certain minimum requirements.

2. Overall Evaluation Process

The evaluation process will consist of three phases - Written Proposal, Panel Interview and Overhead and Profit Schedule (OPS). The points allocated for each phase of the evaluation are

six hundred (600) points for the written proposal phase, three hundred and fifty (350) points for the oral interview phase and fifty (50) points for the OPS phase.

The Selection Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or organizations. SFPUC/City staff closely involved with the preparation of this RFP and the development of the scope of services will not be allowed to be part of the Selection Panel.

3. Written Proposal Evaluation

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

Evaluation Criteria	RFP Section	Points
WORK APPROACH AND TASK DESCRIPTION	V.3.C, V.3.D	150
PROPOSER QUALIFICATIONS	V.3.G	90
<p>KEY/LEAD TEAM MEMBERS QUALIFICATIONS</p> <p>Lead Tunnel Engineer (110 points)</p> <ul style="list-style-type: none"> • Demonstrated capability on similar projects • Depth and breadth of experience • Involvement and Time Commitment • Minimum qualifications to perform the project <ul style="list-style-type: none"> - 15 years tunnel design experience - 2 large diameter tunnel projects, preferably in rock and with deep shafts - Experience in both the design of new tunnels and rehabilitation of existing tunnels - California Registration in his/her technical discipline <p>Lead Geotechnical Engineer (90 points)</p> <ul style="list-style-type: none"> • Demonstrated capability on similar projects • Depth and breadth of experience • Involvement and Time Commitment • Minimum qualifications to perform the project <ul style="list-style-type: none"> - 15 years geotechnical and site characterization experience - 3 tunneling projects with similarity to proposed project - California Registration in his/her technical discipline <p>Project Manager and Project Team (110 points)</p> <ul style="list-style-type: none"> • Project Team Organization • Demonstrated capability on similar projects • Depth and breadth of experience • Involvement and Time Commitment • Minimum qualifications for the Project Manager <ul style="list-style-type: none"> - Employee of the Prime Proposer or Lead JV Partner for a minimum of 6 months prior to the proposal submittal due date - 15 years' lead role experience in project management, planning, design, and construction of large, complex tunnel projects. - Three (3) years as Project Manager of tunnel projects within the last 15 years - Project Manager of two (2) tunnel projects within the last 15 years 	<p>V.3.F V.3.H Exhibit A Exhibit B Exhibit C Exhibit D</p>	310
COMMUNITY BENEFITS SUBMITTAL	III.4.Task 16	50
		600

The CMD Contract Compliance Officer will assess the proposal for compliance with the LBE Ordinance. The Community Benefits Submittal will be reviewed and scored by a separate panel of community benefits specialists.

The written proposal scores will then be tabulated and Proposers will be ranked starting with the Proposer receiving the highest score, and then continuing with the Proposer receiving the second highest score, and so on.

4. Oral Interview Evaluation

The Selection Panel will hold oral interviews with all Proposers passing the initial screening. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, subconsultants on multiple teams, so Proposers should plan accordingly.

If conducted, the interview evaluation process may include (and be scored based on) either or both a presentation and interview questions from the Selection Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify proposal components. Proposers may also be scored on follow up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers.

The Selection Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

The oral interview scores will then be tabulated.

5. Overhead and Profit Schedule Evaluation

Proposers will be scored based on their proposed overhead and profit rate for this project.

The data provided in the OPS may be rejected and excluded from the score tabulation if it is found to be inconsistent with any of the information provided in the submitted proposal. For example, classification of team members presented in Work Plan or Organizational Chart must be consistent with classification of team members listed in the OPS.

A Proposer will receive up to 50 points for the Overhead and Profit based on the following table:

Overhead and Profit Rate	Point(s)
< or equal to 2.84	50
2.85 - 2.88	45
2.89– 2.92	40
2.93– 2.96	35
2.97 – 3.00	30
3.01 – 3.04	25
3.05 – 3.08	20
3.09 – 3.12	15
3.13 – 3.16	10
3.17 - 3.20	5
> 3.20 (Maximum allowable is 3.20)	0

The Overhead and Profit Schedule Scores will then be tabulated.

6. Tabulating Final Scores

The scores from the Written Proposal, the Oral Interview, and the OPS evaluation will be combined and tabulated using the following overall scoring breakdown:

1. Written Proposal	600 pts
2. Oral Interview	350 pts
3. <u>Overhead and Profit Schedule</u>	<u>50 pts</u>
Total	1000 pts

Proposers will be ranked starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. The Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

VII. AWARD OF AN AGREEMENT

1. Agreement Preparation

The SFPUC General Manager will make a recommendation to the Public Utilities Commission that the Agreement be awarded to the highest-ranked Proposer to perform the requested services. The material terms and conditions of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS are only negotiable at the sole discretion of the SFPUC.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Public Utilities Commission’s authorization to execute the

Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer.

Once the Agreement is complete and after obtaining all the necessary City approvals, the Agreement will be executed and certified, and a Notice of Agreement Award will be issued.

2. Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree with all the terms and conditions of the City's Agreement (Attachment C.)

3. Agreement Administration

Performance of services may be executed in phases. The SFPUC Project Manager will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The successful Proposer is hereby notified that work cannot commence until it receives a written NTP. Any work performed without a NTP will be at the Proposer's own commercial risk.

VIII. TERMS AND CONDITIONS

1. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. All requests for information concerning the RFP must be in writing and directed to Bonita McGee at rjp@sfgwater.org by July 13, 2015. All inquiries should include the number and name of the RFP. Modifications and clarifications will be made by addenda as specified in this RFP. The City is not obligated to issue addenda in response to any request submitted after the deadline.

2. Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and directed to Bonita McGee at rjp@sfgwater.org. All inquiries should include the number and title of the RFP. Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the Contract Administration Bureau webpage at <http://contracts.sfgwater.org>. This RFP will only be governed by information provided through written addenda. With the exception of Contract Monitoring Division (CMD) or City contracting inquiries, no questions or requests for interpretation will be accepted after **July 13, 2015**.

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP and posted on the Contract Administration Bureau webpage at: <http://contracts.sfgwater.org>.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning administration of this RFP to Bonita McGee at rfp@sfgwater.org. All inquiries should include the number and title of the RFP.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning CMD certification requirements to the CMD Certification Unit at (415) 581-2319.

Direct all inquiries *related to the proposal and the community benefits submittal* (other than inquiries at the pre-proposal conference) concerning administration of this RFP to Bonita McGee at rfp@sfgwater.org.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning the CMD LBE Program to Bayard Fong, CMD Contract Compliance Officer for the SFPUC at (415) 554-3103 or at bfong@sfgwater.org

For questions concerning compliance with Chapter 12B, the Equal Benefits Ordinance, Proposers should refer to the CMD website at <http://sfgsa.org/index.aspx?page=6058> or call the CMD Office at (415)581-2310.

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

3. Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Objection as set forth below.

- A. **An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda).** If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered.
- B. Objections must be emailed to rfp@sfgwater.org.
- C. The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

- D. The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Proposer who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the Objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.
- E. Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.
- F. Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.
- G. A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

4. Interpretation and Addenda/Change Notices

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the Contract Administration Bureau webpage at: <http://contracts.sfwater.org>.

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the Contract Administration Bureau webpage at: <http://contracts.sfwater.org>. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFPUC Contract Administration Bureau webpage before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

5. Term of Proposal

By submitting a proposal for consideration, the Proposer agrees that the proposed services and prices are valid for 120 calendar days from the proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

6. Revision of Proposal

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

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

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

7. Errors and Omissions in Proposal

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

8. Financial Responsibility

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

9. Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any city officer or employee about a particular contract, or a

city officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

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

10. Sunshine Ordinance

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

11. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

12. Reservations of Rights by the City

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

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

13. No Waiver

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

14. Program and Project Management Procedures Manual Section 3: Contract Management

SFPUC Project Management Procedures Manual Section PM3.16 requires that the contract manager evaluate the contractor's performance on engineering, environmental and construction management projects and complete the Consultant Services Performance Evaluation Form (CSPE) during the contract term. A final end of contract CSPE will be kept on file with the SFPUC for three years after contract completion. SFPUC will forward either the most recent annual CSPE or the completed final end-of-contract CSPEs, including any consultant responses, to the evaluation panel for future RFPs where a Proposer identifies the evaluated project as a qualifying project reference under the RFP.

IX. CONTRACT MONITORING DIVISION (CMD) REQUIREMENTS

Effective July 28, 2012, the Contract Compliance Unit of the San Francisco Human Rights Commission became the Contract Monitoring Division (CMD) of the City Administrator's Office.

1. Local Business Enterprise Goals and Outreach – Chapter 14B Requirements

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

a. LBE Subconsultant Participation Goals

Rating bonuses do not apply to the procurement of services under this RFP because the anticipated Agreement amount is in excess of \$10 Million.

The LBE subconsulting goal for this project is five percent (5%) of the total value of the goods and/or services to be provided. The LBE subcontracting goal can only be met with CMD certified Small or Micro-LBEs. Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Other Business Enterprises ("OBE") to perform subconsulting work on this project is as follows: 2.6 MBE, 0.7 % WBE, and 1.7 % OBE. Proposers are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the Proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph may be deemed non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(D) & (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 14B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds the established LBE subcontracting participation goal for the project by 35%, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E). For this Project, a proposal may satisfy good faith outreach requirements, by demonstrating LBE participation of 6.75 %.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with CMD-certified Micro and Small LBEs located in San Francisco. Proposers should note that the

LBE subconsulting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

b. LBE Prime/JV Participation

The LBE bid discount /rating bonus provisions of Chapter 14B do not apply to this RFP because the anticipated agreement amount is over \$20 million. However, the City strongly encourages proposals from qualified LBEs.

c. LBE Forms

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2: Form 2A - CMD Contract Participation; Form 2B - CMD “Good Faith Outreach” Requirements Form; Form 3 - CMD Non-Discrimination Affidavit;, and Form 5 - CMD Employment Form. If these forms are not returned with the response package, the response package may be determined to be non-responsive and may be rejected.

Failure to complete, sign and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected.

Proposers must submit two (2) CDs of the above forms with their proposal. The forms should be submitted in a separate, sealed envelope labeled “**CMD/LBE Forms – CS-249 Mountain Tunnel Improvements, by [Proposer’s Name]**”

If you have any questions concerning the CMD Forms, you may contact Bayard Fong, **CMD Contract Compliance Officer for the SFPUC at (415) 554-3103 or at bfong@sfgsa.org**.

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 581-2319 or by visiting the CMD website at <http://sfgsa.org/index.aspx?page=6058>.

2. Chapters 12B and 12C Requirements (Equal Benefits)

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. All proposing firms should be in the process of becoming compliant with Chapter 12B if not already compliant. The CMD has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the CMD Equal Benefits Section at (415) 581-2310 or by visiting the CMD website at <http://sfgsa.org/index.aspx?page=6058>

All response packages submitted must include CMD Form 12B-101.

CMD/12B & 12C Form: Please submit two (2) CDs of the completed copy of CMD form (Form No. 12B-101) in a separate sealed envelope labeled “CMD/12B Forms - CS-249 Mountain Tunnel Improvements by [Proposer’s Name]”

If you have any questions concerning the CMD Forms, you may call the CMD Equal Benefits Unit at (415) 581-2310.

X. ADDITIONAL CITY REQUIREMENTS

1. Insurance Requirements

Without in any way limiting Proposer’s liability pursuant to the “Indemnification” section of the Agreement (Appendix C), Proposer(s) will be required to maintain in force, during the full term of any Agreement, insurance in the following amounts and coverage:

1. Worker’s Compensation Insurance, in statutory amounts, with Employer’s Liability limits not less than \$1,000,000 each accident, injury or illness; and
2. Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
3. Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
4. Project-specific Professional liability insurance, applicable to Proposer’s profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the Agreement. Contractor's professional liability policy should **not** have an exclusion for environmental compliance management or construction management professionals.

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

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

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

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

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

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

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

Before commencing any operations under the Agreement, Proposer 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. Failure to maintain insurance shall constitute a material breach of the Agreement.

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

If a subcontractor will be used to complete any portion of the agreement, the Proposer shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents and employees and the Proposer listed as additional insureds.

2. Standard Agreement

The selected Proposer will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement. Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Public Utilities Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original selected Proposer for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (¶34 in the attached Agreement); the Minimum Compensation Ordinance (¶43 in the attached Agreement); the Health Care Accountability Ordinance (¶44 in the attached Agreement); the First Source Hiring Program (¶45 in the attached Agreement); and applicable conflict of interest laws (¶23 in the attached Agreement), as set forth in Sections 3, 4, 5, 6, 7 below.

3. Nondiscrimination in Contracts and Benefits

As outlined above, the successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at <http://sfgov.org/sfhumanrights>.

4. Minimum Compensation Ordinance for Employees (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see ¶43 "Requiring Minimum Compensation for Covered Employees" in the Agreement.

For the amount of hourly gross compensation currently required under the MCO, see <http://sfgov.org/olse/mco>. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the City website at <http://sfgov.org/olse/mco>.

5. Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

6. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source

Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at a http://www.onestopsf.org/employers_first_source.html and from the First Source Hiring Administrator, (415) 401-4960.

7. Signature Requirements

An unsigned or improperly signed proposal will be rejected. A proposal may be signed by an agent of the Proposer if he/she is properly authorized by a power of attorney or equivalent document submitted to the City prior to the submission of the proposal or with the proposal to bind the Proposer to the proposal.

The proposal may be modified after its submission by withdrawing and resubmitting the proposal prior to the time and date specified for offer submission. Modification offered in any other manner, oral or written, will not be considered.

A Proposer may withdraw his/her offer by submitting a written request for its withdrawal to the City, signed by the Proposer in accordance with the first paragraph above. The Proposer may, therefore, submit a new proposal prior to the proposal submission time.

All proposals submitted may be subject to negotiation by the City prior to an award of contract.

8. Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the selected Proposer unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector's office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each selected Proposer must provide a taxpayer ID. If not previously filed, an IRS Form W-9 must be submitted either by fax or mail to:

Purchasing Department
City Hall, Room 430
San Francisco, CA 94102-4685
415-554-6718

9. Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local related to conflicts of interest including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and

agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed Proposers under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten (10) calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

XI. PROTEST PROCEDURES

1. Objections to RFP Terms

Refer to Section VIII.3, Objections to RFP Terms, of this RFP.

2. Protest of Proposal Rejection

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section VI.1, Initial Screening, of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or the Proposer is not responsible (i.e., fails to meet minimum qualifications set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has unfairly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

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

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

determination to the Proposer who submitted the protest. Protests not received within the time and manner specified will not be considered.

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

The City will provide protested Proposers with five (5) working days from their receipt of the protest to submit a written response to the protest.

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

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the protesting and protested Proposers. The City may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Proposer and/or a protested Proposer to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the protest, with a copy to the protested Proposer(s). Protests not received within the time and manner specified will not be considered.

A Proposer may not rely on a Protest submitted by another Proposer, but must timely pursue its own protest.

The procedures and time limits set forth in this Paragraph are mandatory and are a Proposer's sole and exclusive remedy in protesting Agreement award to another Proposer. Failure to comply with these protest procedures shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

San Francisco Public Utilities Commission
Contract Administration Bureau
Attn: Bonita McGee
RE: CS-249 Mountain Tunnel Improvements by [Proposer's Name]
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Infrastructure Division with the Wastewater Enterprise**

Request for Proposals

Addendum One

to

Request for Proposals

◆◆◆

**Planning & Design Services
Mountain Tunnel Improvements**

Agreement No. CS-249

ADDENDUM ONE PUBLICATION DATE: July 9, 2015

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**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden
San Francisco, California 94102**

Change Number 1

RFP Section III.3 General Description of Services Table, page 15, currently reads:

Phase	Task	
Mountain Tunnel Inspection and Repair Project		
Planning	1	2017 Tunnel Inspection and Condition Assessment
Design and Construction	2	2018 Interim Repair
Mountain Tunnel Bypass		
Planning	3	Management & Coordination of Proposer's Services (Planning Phase)
	4	Review Background Information
	5	Conceptual Engineering
Design	6	Management & Coordination of Proposer's Services (Design & Construction)
	7	Geotechnical Investigation and Site Characterization
	8	Tunnel Engineering and Design
	9	Design of Tunnel Improvements upstream of Adit 5/6 (Optional)
	10	Engineering Support during Bid Phase Services
	11	Engineering Support during Environmental Review Phase
	12	Technology Transfer
Construction	13	Land Needs and Property Acquisition (Optional)
	14	Engineering Support during Construction & Closeout Phase Services
	15	Communications and Public Outreach (Optional)
	16	Community Benefits

RFP Section III.3 General Description of Services Table, page 15, is revised to read:

Phase	Task	
Mountain Tunnel Inspection and Repair Project		
Planning	1	2017 Tunnel Inspection and Condition Assessment
Design and Construction	2	2018 Interim Repair
Mountain Tunnel Bypass		
Planning	3	Management & Coordination of Proposer's Services (Planning Phase)
	4	Review Background Information
	5	Conceptual Engineering
Design	6	Management & Coordination of Proposer's Services (Design Phase)
	7	Geotechnical Investigation and Site Characterization
	8	Tunnel Engineering and Design
	9	Design of Tunnel Improvements upstream of Adit 5/6 (Optional)
	10	Engineering Support during Environmental Review Phase
	11	Engineering Support during Bid & Award Phase
	12	Technology Transfer

	13	Land Needs and Property Acquisition (Optional)
Construction	14	Engineering Support during Construction & Closeout Phase Services
	15	Communications and Public Outreach (Optional)
	16	Community Benefits

Change Number 2

RFP Section I.1 Summary, 3rd paragraph, page 1, currently reads:

The SFPUC anticipates awarding to the selected Proposer a ten (10) year Agreement for a total amount not to exceed \$21,000,000 inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs. **The LBE subconsulting goal for this project is five percent (5%) of the total value of the goods and/or services to be provided.**

RFP Section I.1 Summary, 3rd paragraph, page 1, is revised to read:

The SFPUC anticipates awarding to the selected Proposer a ten (10) year Agreement for a total amount not to exceed \$21,000,000 inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs. **The LBE subconsulting goal for this project is ten percent (10%) of the total value of the goods and/or services to be provided.**

Change Number 3

RFP Section IX.1, Local Business Enterprise Goals and Outreach – Chapter 14B Requirements, 2nd paragraph, page 66, currently reads:

The LBE subconsulting goal for this project is five percent (5%) of the total value of the goods and/or services to be provided. The LBE subcontracting goal can only be met with CMD certified Small or Micro-LBEs. Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Other Business Enterprises ("OBE") to perform subconsulting work on this project is as follows: 2.6 MBE, 0.7 % WBE, and 1.7 % OBE. Proposers are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

RFP Section IX.1, Local Business Enterprise Goals and Outreach – Chapter 14B Requirements,, 2nd paragraph, page 66, is revised to read:

The LBE subconsulting goal for this project is ten percent (10%) of the total value of the goods and/or services to be provided. The LBE subcontracting goal can only be met with CMD

certified Small or Micro-LBEs. Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Other Business Enterprises ("OBE") to perform subconsulting work on this project is as follows: **4.8% MBE, 1.4 % WBE, and 3.8 % OBE.** Proposers are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Change Number 4

RFP Section I.2 Tentative Schedule, 2nd paragraph, page 2, currently reads:

Advertisement of RFP	June 17, 2015
Pre-Submittal Conference*	July 1, 2015
Site Visit**	July 2, 2015
Deadline for Proposers to Submit Questions	July 13, 2015
Deadline for Proposers to Submit Proposals	August 4, 2015
Short-Listing and Notification for Oral Interviews	August 21, 2015
Oral Interviews	September 4, 2015
Posting of Proposer Ranking	September 7, 2015
Public Utilities Commission Consideration	October 13, 2015
Deadline for Proposer to Achieve Vendor Compliance & Execute Agreement***	October 27, 2015
Board of Supervisors' Consideration	December 16, 2015
Notice of Award of Agreement	January 11, 2016

RFP Section I.2 Tentative Schedule, 2nd paragraph, page 2, is revised to read:

Advertisement of RFP	June 17, 2015
Pre-Submittal Conference*	July 1, 2015
Site Visit**	July 2, 2015
Deadline for Proposers to Submit Questions	July 13, 2015
Deadline for Proposers to Submit Proposals	August 7, 2015
Short-Listing and Notification for Oral Interviews	August 26, 2015
Oral Interviews	September 4, 2015
Posting of Proposer Ranking	September 7, 2015
Public Utilities Commission Consideration	October 13, 2015
Deadline for Proposer to Achieve Vendor Compliance & Execute Agreement***	October 27, 2015
Board of Supervisors' Consideration	December 16, 2015
Notice of Award of Agreement	January 11, 2016

Change Number 5

In RFP Section V.2, Proposal Submittal, replace pg. 45 in its entirety with:

PDF format, in a separate sealed envelope labeled **“First Source Hiring Program Certification Form by [Proposer’s Name.]”** - (See Section X.6);

- Other Required City Forms: Please submit one (1) CD of the completed) copy of the following forms, in Adobe Acrobat PDF format, in a separate sealed envelope labeled **“Other Required City Forms - Business Tax Registration Declaration, Release of Liability Form, MCO/HCAO Declaration Forms by [Proposer’s Name].”**

The package, which includes the Proposer’s proposal and six (6) separately sealed envelopes, must be received at the following location no later than 11:00 a.m. on **Friday, August 7, 2015**. Postmarks will not be considered evidence of delivery. Late proposals may be deemed non-responsive and rejected.

Proposal should be mailed to:
San Francisco Public Utilities Commission
RE: ***CS-249 Mountain Tunnel Improvements***
525 Golden Gate Ave., 8th Floor
San Francisco, CA 94102

Proposal should be delivered to:
San Francisco Public Utilities Commission
Contract Administration Bureau
RE: ***CS-249 Mountain Tunnel Improvements***
525 Golden Gate Ave., 1st Floor, Customer Service
San Francisco, CA 94102

Note: **Mailed or delivered proposals must be received by 11:00 A.M. on Friday, August 7, 2015 or will be rejected. Faxed or emailed proposals will not be accepted.**

Change Number 6

RFP Section V.3.C Work Approach, page 47, currently reads:

Describe the approach that your team proposes to use for the following issues.

- Approach to performing the inspection and condition assessment of the existing tunnel in predicting the rate of deterioration and probability of lining failure. Describe proposed analyses and methodology.

- Approach to minimizing cost of doing the parallel CER and CEQA Checklist, and yet being able to support the SFPUC in confirming or modifying the ByPass Tunnel as the Preferred Engineering Alternative.
- Understanding of potential design and/or construction constraints and opportunities and how the project can overcome the challenges and benefit from the identified opportunities,
- Approach to gaining a complete understanding of the possible ground conditions and likely ground behavior during tunneling
- Approach to design of deep shafts through hard rock
- Approach to additional two (2) issues pertaining to a potential design, environmental, or construction constraint and how the Proposer can support the SFPUC in completing this project on schedule and within budget.

RFP Section V.3.C Work Approach, page 47, is revised to read:

Describe the approach that your team proposes to use for the following issues:

- Approach to performing the inspection and condition assessment of the existing tunnel in predicting the rate of deterioration and probability of lining failure. Describe proposed analyses and methodology.
- Approach to minimizing cost of doing the parallel CER and CEQA Checklist, and yet being able to support the SFPUC in confirming or modifying the ByPass Tunnel as the Preferred Engineering Alternative.
- Identify the possible types of repair that is anticipated for the existing Mountain Tunnel lining. For each type of repair, how would you determine the lifespan of the lining as a result of such repair. Discuss your approach, proposed analyses, and methodology.
- Approach to gaining a complete understanding of the possible ground conditions and likely ground behavior during tunneling
- Approach to design of deep shafts through hard rock
- Identify any major modifications you propose to the Scope of Work.
- Approach to additional two (2) issues pertaining to a potential design, environmental, or construction constraint and how the Proposer can support the SFPUC in completing this project on schedule and within budget.

END OF DOCUMENT



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Infrastructure Division with the Wastewater Enterprise**

Request for Proposals

Addendum Two

to

Request for Proposals

◆◆◆

**Planning & Design Services
Mountain Tunnel Improvements**

Agreement No. CS-249

ADDENDUM Two PUBLICATION DATE: July 17 , 2015

◆◆◆

**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden
San Francisco, California 94102**

Change Number 1

RFP Section V.3 Proposal Format and Content, page 46, currently reads:

The proposal shall be (1) clear and concise, (2) responsive to all RFP requirements, and (3) presented in the form of a written report separated by tabs into the following subheadings:

- A. Cover Letter
- B. Executive Summary
- C. Work Approach
- D. Task Descriptions
- E. Project Schedule
- F. Project Team Organization and Availability
- G. Proposer Qualifications
- H. Key/Lead Team Member Qualifications
- I. References and Release of Liability Form
- Exhibit A - Organizational Chart
- Exhibit B – Key/Lead Team Members; Resumes and Letters of Commitment
- Exhibit C – Schedule of Estimated Number of Hours Per Task
- Exhibit D - Consultant Commitment Matrix for Planning Phase

The Proposer shall refer to Section V.4 (Supplemental Proposal Requirements) for additional documents (including the OPS) that must be prepared and submitted separately from the main proposal report.

The text in the main proposal report, including tables and figures, shall not exceed thirty (30) pages. The Task Description section of the proposal (see Section V.3.D) as well as organizational charts, resumes and the Schedule of Estimated Number of Hours Per Task for Planning Tasks (Tasks 1,3,4 and 5) are to be included as appendices and will not count against the proposal page limit. Proposers shall print their proposal double-sided on 8.5 x 11 inch recycled and/or recyclable white paper (larger size paper can be used for figures and organization charts) and use a minimum font of 10 points with minimum margins of 1 inch for the preparation of their proposal. Proposer shall number every page of the proposal, beginning with the cover letter, including pages with tables and figures.

Proposals must include the following information:

RFP Section V.3 Proposal Format and Content, page 46, is revised to read:

The proposal shall be (1) clear and concise, (2) responsive to all RFP requirements, and (3) presented in the form of a written report separated by tabs into the following subheadings:

- A. Cover Letter
- B. Executive Summary
- C. Work Approach
- D. Task Descriptions
- E. Project Schedule
- F. Project Team Organization and Availability
- G. Proposer Qualifications
- H. Key/Lead Team Member Qualifications

- I. References and Release of Liability Form
- Exhibit A - Organizational Chart
- Exhibit B – Key/Lead Team Members; Resumes and Letters of Commitment
- Exhibit C – Schedule of Estimated Number of Hours Per Task
- Exhibit D - Consultant Commitment Matrix up to end of calendar year 2019

The Proposer shall refer to Section V.4 (Supplemental Proposal Requirements) for additional documents (including the OPS) that must be prepared and submitted separately from the main proposal report.

The text in the main proposal report, including tables and figures, shall not exceed thirty (30) pages. The Task Description section of the proposal (see Section V.3.D) as well as organizational charts, resumes and the Schedule of Estimated Number of Hours Per Task are to be included as appendices and will not count against the proposal page limit. Proposers shall print their proposal double-sided on 8.5 x 11 inch recycled and/or recyclable white paper (larger size paper can be used for figures and organization charts) and use a minimum font of 10 points with minimum margins of 1 inch for the preparation of their proposal. Proposer shall number every page of the proposal, beginning with the cover letter, including pages with tables and figures.

Proposals must include the following information:

Change Number 2

In RFP Section III.4, Task 1: 2017 Tunnel Inspection and Condition Assessment, the inspection window is changed from 10 days to 12 days.

2nd paragraph, Page 16, currently reads:

Due to operational constraints, the tunnel can only be taken out of operation during low flow months; assume a 10-day window for inspection during the first half of January 2017.

2nd paragraph, Page 16, is revised to read:

Due to operational constraints, the tunnel can only be taken out of operation during low flow months; assume a 12-day window for inspection during the first half of January 2017.

2nd paragraph, Page 17, currently reads:

Perform the inspection in the January 2017 10-day window, from Early Intake Switchyard Adit to Priest Portal, including, but not limited to:

2nd paragraph, Page 17, is revised to read:

Perform the inspection in the January 2017 12-day window, from Early Intake Switchyard Adit to Priest Portal, including, but not limited to:

Change Number 3

The 6th bullet under RFP Section III.4, Task 5, Deliverables, on page 23, which reads:

- Utilities and Facilities Coordination Information. Prepare and submit one hard copy and one electronic copy of a memorandum summarizing the results of utility and facility location work. The memorandum and accompanying documents should record information on utilities and facilities that may conflict with the tunnel facilities. It should identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities. Provide electronic and hard copy of potholing information including summary information and detailed field data.

Is deleted as a deliverable from Task 5, Prepare Conceptual Engineering Report (CER) and is added as a deliverable to Task 8, Tunnel Engineering & Design.

Change Number 4

RFP Section III.4, Task 8, page 29, 1st bullet, currently reads:

- Detail Design Plans. Provide plans and specifications at approximately 35%, 65%, 95%, and 100% levels of completion. Plans and specifications shall be prepared in compliance with standard SFPUC format. For each submittal, provide written responses to SFPUC review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Consultant. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. **Consultant shall provide a detailed description of the 35%, 65%, 95%, and 100% submittals for review and acceptance by SFPUC prior to award of the tunnel engineering service contract.** For submittal of plans and specifications at each of the levels of completion (35%, 65%, 95%, 100%), provide 15-bound copies with half size plans, 1 unbound copy with half size plans, 2 copies with full size plans, and 1 full size unbound vellum copy of plans. Provide one electronic copy of the 100 percent submittal. Electronic copy shall include an AutoCAD disk of contract drawings, and a disk containing contract specifications in MS Word and Adobe Acrobat PDF.

RFP Section III.4, Task 8, page 29, 1st bullet, is revised to read:

- Detail Design Plans. Provide plans and specifications at approximately 35%, 65%, 95%, and 100% levels of completion. Plans and specifications shall be prepared in compliance with standard SFPUC format. For each submittal, provide written responses to SFPUC review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Consultant. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. For submittal of plans and specifications at each of the levels of completion (35%, 65%, 95%, 100%), provide 15-bound copies with half size plans, 1 unbound copy with half size plans, 2 copies with full size plans, and 1 full size unbound vellum copy of plans. Provide one electronic copy of the 100 percent submittal. Electronic copy shall include an AutoCAD disk of contract drawings, and a disk containing contract specifications in MS Word and Adobe Acrobat PDF.

Change Number 5

RFP Section III.4, Task 10, Engineering Support during Environmental Review Phase, page 31 , last paragraph, currently reads:

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$250,000 for this Task. ****Please do not use this task and/or its budget to satisfy the LBE goal requirements.****

RFP Section III.4, Task 10, Engineering Support during Environmental Review Phase, page 31, last paragraph, is revised to read:

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$250,000 for this Task.

Change Number 6

Please add the following to RFP Section, III.4, Task 14 Engineering Support during Construction phase:

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$3,500,000 for this Task.

Change Number 7

RFP Section V.4.B.ii, 3rd paragraph, page 53, currently reads:

Only one overhead and profit rate can be used for each firm listed in the OPS. Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR) will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR shall not exceed 3.20. The maximum billing rate is \$220/hour.**

RFP Section V.4.B.ii, 3rd paragraph, page 53, is revised to read:

Only one overhead and profit rate can be used for each firm listed in the OPS. Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR) will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR shall not exceed 3.20. The maximum billing rate is \$250/hour.**

Change Number 8

RFP Section X.1.4, currently reads:

4. **Project-specific** Professional liability insurance, applicable to Proposer's profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the Agreement. Contractor's professional liability policy should **not** have an exclusion for environmental compliance management or construction management professionals.

RFP Section X.1.4, is revised to read:

4. Professional liability insurance, applicable to Proposer's profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the Agreement. Contractor's professional liability policy should **not** have an exclusion for environmental compliance management or construction management professionals.

Change Number 9

RFP Section IV.1 Prime Proposer and Joint Venture (JV) Partners Minimum Qualifications, page 42, currently reads:

Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. Proposals that do not clearly demonstrate compliance with the minimum qualifications may be rejected by the City without further consideration.

To qualify as a Prime Proposer or JV Partner for this RFP, a Proposer must possess the following minimum qualifications:

- The Prime Consultant or JV Partnership must individually or collectively, have a minimum of fifteen (15) years' experience in the business of planning, design, and construction management of large diameter, preferably water supply, tunnels.
- The Prime Proposer or Lead JV Partner must have experience as the Prime, or Lead JV, on at least one (1) completed water infrastructure projects, each with a minimum project construction value of \$50 million, within the last fifteen (15) years that are similar in complexity to this project.
- The Prime Proposer or Lead JV Partner must have a fully functioning office located within 30 miles from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outlined in this RFP.

RFP Section IV.1 Prime Proposer and Joint Venture (JV) Partners Minimum Qualifications, page 42, is revised to read:

Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. Proposals that do not clearly demonstrate compliance with the minimum qualifications may be rejected by the City without further consideration.

To qualify as a Prime Proposer or JV Partner for this RFP, a Proposer must possess the following minimum qualifications:

- The Prime Consultant or JV Partnership must individually or collectively, have a minimum of fifteen (15) years' experience in the business of planning, design, and construction management of large diameter, preferably water supply, tunnels.
- The Prime Proposer or Lead JV Partner must have experience as the Prime, or Lead JV, on at least one (1) **design-completed** water infrastructure projects, each with a minimum project construction value of \$50 million, within the last fifteen (15) years that are similar in complexity to this project.
- The Prime Proposer or Lead JV Partner must have a fully functioning office located within 30 miles from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outlined in this RFP.

Change Number 10

RFP Section V.3.G Proposer Qualifications, page 49, currently reads:

Clearly demonstrate that the Prime Proposer (or JV Partner) meet all the minimum qualification requirements outlined in Section IV.1. Provide sufficient information in the proposal for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.
- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The JV Partner shall demonstrate proven experience in managing and leading.
- A description of three (3) tunnel projects each with a minimum project construction value of \$50 million. Two of the three projects must be where the Prime Proposer or Lead JV Partner performed the role of the lead JV partner within the last fifteen (15) years.

Project descriptions shall be limited to two (2) pages for each project. The description shall include:

- Project scope summary.
- Proposer's role and responsibilities in the project.
- Proposer staff members who worked on the project and their specific project role.
- Client name, reference and telephone numbers.
- Dates when the work on the project was performed.
- Project costs (consulting firm design fee and project construction cost).
- Proposer's performance on delivering the project on schedule and on budget.

RFP Section V.3.G Proposer Qualifications, page 49, is revised to read:

Clearly demonstrate that the Prime Proposer (or JV Partner) meet all the minimum qualification requirements outlined in Section IV.1. Provide sufficient information in the proposal for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.

- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The JV Partner shall demonstrate proven experience in managing and leading.
- A description of three (3) tunnel projects each with a minimum project construction value of \$50 million. Two of the three projects must be where the Prime Proposer or Lead JV Partner performed the role of the lead JV partner within the last fifteen (15) years.
- A description of not more than six (6) projects, similar in scope, designed or managed by the Prime Proposer, Lead JV Partner or non-lead JV partner. At least one (1) of the projects must be where the Prime Proposer or Lead JV partner served as a Prime or Lead JV on a design-completed water infrastructure project with a minimum project construction value of \$50 million within the last 15 years.

Project descriptions shall be limited to one (1) page for each project. The description shall include:

- Project scope summary.
- Proposer's role and responsibilities in the project.
- Proposer staff members who worked on the project and their specific project role.
- Client name, reference and telephone numbers.
- Dates when the work on the project was performed.
- Project costs (consulting firm design fee and project construction cost).
- Similarity or relevance to the potential CS-249 scope (e.g. new tunnel or tunnel repair, large diameter, deep shafts, hard rock, etc.)

Change Number 11

RFP Section V.3.I, References,, currently reads:

I. References

The SFPUC may contact some or all of the project references provided in Section G. Proposer Qualifications to confirm the validity of Proposers' qualifications and the projects listed in the proposal. As part of the submittal package, Proposers must sign and return the Release of Liability (see Appendix J.)

Exhibit A - Organizational Chart

The Organizational Chart must illustrate the team structure of all proposed staff to be included as Exhibit A of the submitted Proposal.

Exhibit B - Resumes with attached Letters of Commitment

See above section "V.3.H. Key/Lead Team Members' Qualifications; Resumes and Letters of Commitment" for the components of Exhibit B to the proposal.

Exhibit C - Schedule of Estimated Number of Hours per Task for Planning Tasks (Tasks 1,3,4 and 5)

Proposers must use Appendix D of the RFP to compile the information in the Schedule of Estimated Number of Hours per Task for Planning Tasks (Tasks 1,3,4 and 5). The components of this schedule will include the same information as included in the Proposer's OPS (see V.4.2 Overhead and Profit Schedule below) with the exception of any reference to monetary amounts. Proposers might even consider preparing their OPS and then deleting the appropriate columns to submit it as Exhibit C to the proposal. Specifically, columns A-F from the OPS (task number; task summary; position description; name of proposed staff person and consultant name) **will** be in the Schedule of Estimated Number of Hours per Task; Columns G-K (base hourly rate; base labor cost; firm overhead and profit rate; billing rate; and actual labor cost) **will not** be in the Schedule of Estimated Number of Hours per Task.

The Selection Panel will evaluate the anticipated level of effort and staff assignments in the Schedule of Estimated Number of Hours per Task as outlined in Section VI. 3 Written Proposal Evaluations below. Note that if any information in the Schedule of Estimated Number of Hours per Task is found to be inconsistent with the OPS, the OPS may be rejected and excluded from the score tabulation (e.g. score of zero for the OPS). For example, the staff proposed in the OPS and the hours allocated to their assignment must line up with the staff and associated hours listed in the Schedule of Estimated Number of Hours per Task.

Exhibit D - Consultant Commitment Matrix

The spreadsheet template attached with this proposal as Appendix M and entitled "Consultant Commitment Matrix" should be filled out completely and included with the proposal as Exhibit D. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, Schedule of Estimated Number of Hours per Task, letters of commitment, etc.) Failure to provide consistent information on the Consultant Commitment Matrix may result in a determination by the SFPUC that the proposal be deemed non-responsive.

The first worksheet tab is entitled "Other Current or Pending Project Commitments." Proposers should fill in each Key/Lead Team Member proposed on this project and include all other projects on which they are committed. The numbers can be in full time employee hours or percentage of time, but the information should be consistent for each team member entry.

The second worksheet tab is entitled "Consultant Commitment Matrix" and should be filled out with each Key/Lead Team Member proposed on this project along with the percentage of time that each Key/Lead Member will spend on each project for the duration of the project.

RFP Section V.3.I References, is revised to read:

I. References

The SFPUC may contact some or all of the project references provided in Section G. Proposer Qualifications to confirm the validity of Proposers' qualifications and the projects listed in the proposal. As part of the submittal package, Proposers must sign and return the Release of Liability (see Appendix J.)

Exhibit A - Organizational Chart

The Organizational Chart must illustrate the team structure of all proposed staff to be included as Exhibit A of the submitted Proposal.

Exhibit B - Resumes with attached Letters of Commitment

See above section "V.3.H. Key/Lead Team Members' Qualifications; Resumes and Letters of Commitment" for the components of Exhibit B to the proposal.

Exhibit C - Schedule of Estimated Number of Hours per Task

Proposers must use Appendix D of the RFP to compile the information in the Schedule of Estimated Number of Hours per Task for **all tasks except Optional Tasks**. The components of this schedule will include the same information as included in the Proposer's OPS (see V.4.2 Overhead and Profit Schedule below) with the exception of any reference to monetary amounts. Proposers might even consider preparing their OPS and then deleting the appropriate columns to submit it as Exhibit C to the proposal. Specifically, columns A-F from the OPS (task number; task summary; position description; name of proposed staff person and consultant name) **will** be in the Schedule of Estimated Number of Hours per Task; Columns G-K (base hourly rate; base labor cost; firm overhead and profit rate; billing rate; and actual labor cost) **will not** be in the Schedule of Estimated Number of Hours per Task.

The Selection Panel will evaluate the anticipated level of effort and staff assignments in the Schedule of Estimated Number of Hours per Task as outlined in Section VI. 3 Written Proposal Evaluations below. Note that if any information in the Schedule of Estimated Number of Hours per Task is found to be inconsistent with the OPS, the OPS may be rejected and excluded from the score tabulation (e.g. score of zero for the OPS). For example, the staff proposed in the OPS and the hours allocated to their assignment must line up with the staff and associated hours listed in the Schedule of Estimated Number of Hours per Task.

Exhibit D - Consultant Commitment Matrix

The spreadsheet template attached with this proposal as Appendix M and entitled "Consultant Commitment Matrix" should be filled out completely and included with the proposal as Exhibit D. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, Schedule of Estimated Number of Hours per Task, letters of commitment, etc.) Failure to provide consistent information on the Consultant Commitment Matrix may result in a determination by the SFPUC that the proposal be deemed non-responsive.

The first worksheet tab is entitled "Other Current or Pending Project Commitments." Proposers should fill in each Key/Lead Team Member proposed on this project and include all other projects on which they are committed. The numbers can be in full time employee hours or percentage of time, but the information should be consistent for each team member entry.

The second worksheet tab is entitled "Consultant Commitment Matrix" and should be filled out with each Key/Lead Team Member proposed on this project along with the percentage of time that each Key/Lead Member will spend on each project for the duration of the project.

Change Number 12

Addendum One, Change Number 3, changed the LBE subconsulting goal to ten percent (10%) of the total value of the goods and/or services to be provided. In addition,

RFP Section IX.1, Local Business Enterprise Goals and Outreach – Chapter 14B Requirements, 4th paragraph, page 66, which currently reads:

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(D) & (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 14B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds the established LBE subcontracting participation goal for the project by 35%, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E).

For this Project, a proposal may satisfy good faith outreach requirements, by demonstrating LBE participation of 6.75 %.

RFP Section IX.1, Local Business Enterprise Goals and Outreach – Chapter 14B Requirements, 4th paragraph, page 66, is revised to read:

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(D) & (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 14B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds the established LBE subcontracting participation goal for the project by 35%, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E). For this Project, a proposal may satisfy good faith outreach requirements, by demonstrating LBE participation of 13.5 %.

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**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Infrastructure Division with the Wastewater Enterprise**

Request for Proposals

Addendum Three

to

Request for Proposals

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**Planning & Design Services
Mountain Tunnel Improvements**

Agreement No. CS-249

ADDENDUM THREE PUBLICATION DATE: July 21 , 2015

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**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden
San Francisco, California 94102**

Change Number 1

Disregard Addendum 2, Change Number 10.

Change Number 2

RFP Section V.3.G Proposer Qualifications, page 49, currently reads:

Clearly demonstrate that the Prime Proposer (or JV Partner) meet all the minimum qualification requirements outlined in Section IV.1. Provide sufficient information in the proposal for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.
- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The JV Partner shall demonstrate proven experience in managing and leading.
- A description of three (3) tunnel projects each with a minimum project construction value of \$50 million. Two of the three projects must be where the Prime Proposer or Lead JV Partner performed the role of the lead JV partner within the last fifteen (15) years.

Project descriptions shall be limited to two (2) pages for each project. The description shall include:

- Project scope summary.
- Proposer's role and responsibilities in the project.
- Proposer staff members who worked on the project and their specific project role.
- Client name, reference and telephone numbers.
- Dates when the work on the project was performed.
- Project costs (consulting firm design fee and project construction cost).
- Proposer's performance on delivering the project on schedule and on budget.

RFP Section V.3.G Proposer Qualifications, page 49, is revised to read:

Clearly demonstrate that the Prime Proposer (or JV Partner) meet all the minimum qualification requirements outlined in Section IV.1. Provide sufficient information in the proposal for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.
- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The JV Partner shall demonstrate proven experience in managing and leading.
- A description of not more than six (6) projects, similar in scope, designed or managed by the Prime Proposer, Lead JV Partner or non-lead JV partner. At least one (1) of the projects must be where the Prime Proposer or Lead JV partner served as a Prime or Lead JV on a design-completed water infrastructure project with a minimum project construction value of \$50 million within the last 15 years.

Project descriptions shall be limited to one (1) page for each project. The description shall include:

- Project scope summary.
- Proposer's role and responsibilities in the project.
- Proposer staff members who worked on the project and their specific project role.
- Client name, reference and telephone numbers.
- Dates when the work on the project was performed.
- Project costs (consulting firm design fee and project construction cost).
- Similarity or relevance to the potential CS-249 scope (e.g. new tunnel or tunnel repair, large diameter, deep shafts, hard rock, etc.)

END OF DOCUMENT



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 #: 220413

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
Legislative Clerks Division	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Angela Calvillo	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Randy Anderson	415-916-7058
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Project Management Bureau	RAnderson@sfgwater.org

5. CONTRACTOR	
NAME OF CONTRACTOR McMillen Jacobs Associates	TELEPHONE NUMBER 415-249-8265
STREET ADDRESS (including City, State and Zip Code) 1350 Treat Boulevard, Suite 100 Walnut Creek, CA 94597	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220413
DESCRIPTION OF AMOUNT OF CONTRACT \$28,780,000		
NATURE OF THE CONTRACT (Please describe) Contract No. CS-249 is planning, design and engineering support for the Mountain Tunnel Improvements Project.		

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	McMillen/McMillen Jacobs	Mara	Other Principal Officer
2	McMillen/McMillen Jacobs	Morton	Other Principal Officer
3	Romero/McMillen Jacobs	Victor	Other Principal Officer
4	Emmons/McMillen Jacobs	Marissa	Board of Directors
5	Autier/McMillen Jacobs	Vincent	Board of Directors
6	McManigal/McMillen Jacobs	Kurt	Board of Directors
7	Adams/McMillen Jacobs	Dan	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.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
---	---------------------------

TO: Angela Calvillo, Clerk of the Board

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: April 15, 2022

SUBJECT: [Water Enterprise Agreement – Planning and Design Services, Mountain Tunnel Improvements – Not to Exceed \$28,780,000]

Please see attached a proposed Resolution approving Amendment No. 1 to the Mountain Tunnel Improvements Project, Agreement No. CS-249, Planning and Design Services, Mountain Tunnel Improvements, with McMillen Jacobs Associates (MJA), to increase the contract amount by \$7,780,000 and increase the contract duration by three years, for a total not-to-exceed contract amount of \$28,780,000 and a total contract duration of 13 years, to provide specialized engineering services for the Mountain Tunnel improvements Project with a new term period of February 2016 through February 2029, pursuant to Charter Section 9.118.

The following is a list of accompanying documents:

- BOS Resolution (Word Doc Version)
- PUC Resolution No. 22-0067 (PDF)
- PUC Resolution No. 15-0216 (PDF)
- BOS Resolution No.519-15 (PDF)
- Request for Proposals (PDF)
- Request for Proposals, Addendum One (PDF)
- Request for Proposals, Addendum Two (PDF)
- Request for Proposals, Addendum Three (PDF)
- CS-249 Signed Agreement (PDF)
- Form 126 (PDF)

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

London N. Breed
Mayor

Anson Moran
President

Newsha Ajami
Vice President

Sophie Maxwell
Commissioner

Tim Paulson
Commissioner

Dennis J. Herrera
General Manager

