

File No. 220285

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 4, 2022

Board of Supervisors Meeting Date _____

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- Request for Proposal 9/17/2021
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Completed by: Brent Jalipa Date April 29, 2022

Completed by: Brent Jalipa Date _____

1 [Design Professional Services Agreement - Mark Cavagnero Associates - Water Enterprise
2 City Distribution Division Facilities - 2000 Marin Street - \$27,800,000 - Grant of Exemption to
3 Behested Payment Prohibition in Campaign and Governmental Conduct Code]

4 **Ordinance approving a Design Professional Services Agreement with Mark Cavagnero**
5 **Associates for the new San Francisco Public Utilities Commission (SFPUC) Water**
6 **Enterprise City Distribution Division facilities at 2000 Marin Street for a total cost not to**
7 **exceed \$27,800,000 with a term of five years; exempting San Francisco officers and**
8 **employees from the prohibition on behested payments in the Campaign and**
9 **Governmental Conduct Code, for any involvement regarding the Social Impact**
10 **Partnership (SIP) program obligations included in the Agreement; and authorizing the**
11 **SFPUC to include its SIP program in the Agreement notwithstanding that prohibition.**

12 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
13 **Additions to Codes** are in *single-underline italics Times New Roman font*.
14 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
15 **Board amendment additions** are in double-underlined Arial font.
16 **Board amendment deletions** are in ~~strikethrough Arial font~~.
17 **Asterisks (* * * *)** indicate the omission of unchanged Code
18 subsections or parts of tables.

19 Be it ordained by the People of the City and County of San Francisco:

20 Section 1. Background and Findings.

21 (a) The San Francisco Public Utilities Commission (SFPUC) is constructing new
22 facilities for the Water Enterprise's City Distribution Division (CDD) at 2000 Marin Street in San
23 Francisco.

24 (b) CDD operates and maintains the entire water distribution system within the City
25 and County of San Francisco. The current CDD campus located at 1990 Newcomb Avenue
has served as CDD's main facilities for almost six decades. Due to the exponential growth of

1 service demands over the decades and challenges with maintaining operations at a facility
2 that has exceeded its useful life, there is an acute need for the design and construction of a
3 new headquarters to alleviate overcrowding, address building code and safety issues,
4 eliminate inefficiencies, and accommodate CDD's current and future operational needs.

5 (c) The SFPUC seeks to retain a qualified firm to provide architectural, engineering,
6 and consulting services to design the new CDD facilities under Agreement No. PRO.0232 (the
7 Agreement).

8 (d) The design services have an estimated duration of five years. Funds for the
9 Agreement will be available for individual task order awards from Project Number 21396-New
10 CDD Headquarters at 2000 Marin. The Water Enterprise Capital Improvement Program will
11 fund the Agreement.

12 (e) SFPUC has a longstanding Community Benefits program to address the
13 negative impacts of SFPUC operations on San Francisco residents and businesses. A
14 component of the Community Benefits program is the Social Impact Partnership (SIP)
15 program. Under the SIP, proposers competing for certain SFPUC contracts may submit a plan
16 to donate money and/or time to community-based organizations; the plan is evaluated and
17 scored as part of the competitive process and becomes an obligation under an awarded
18 contract.

19 (f) On September 17, 2021, SFPUC published a Request For Proposals for
20 PRO.0232 that included the SIP program. On October 14, 2021, SFPUC accepted proposals
21 that included SIP proposals. SFPUC staff and Contract Monitoring Division (CMD) review of
22 the selection panel's evaluation of the proposals and interviews resulted in the establishment
23 of Mark Cavagnero Associates (MCA) as the only responsive and qualified proposer. CMD
24 established a 13% Local Business Enterprise (LBE) subconsultant participation requirement
25 for the Agreement, and MCA committed to LBE subconsultant participation of 32.45%.

1 (g) In December, 2021, the City enacted Ordinance No. 232-21 (File No. 201132)
2 prohibiting City officials from soliciting behested payments from interested parties as defined
3 in that legislation (the “New Behested Payment Ordinance”). Under the New Behested
4 Payment Ordinance, a proposer seeking an SFPUC contract in a competitive selection
5 process is an “interested party” and City officials may not solicit any donation from a proposer,
6 including donations made under the SIP program. The effective date of the New Behested
7 Payment Ordinance was January 23, 2022.

8 (h) On February 22, 2022, the SFPUC awarded Agreement No. PRO.0232 to MCA,
9 with the express condition that the SIP program provisions of the Agreement would be subject
10 to the Board of Supervisors granting an exemption by ordinance to the New Behested
11 Payment Ordinance, and subject to Board of Supervisors approval under Charter Section
12 9.118.

13 (i) As its SIP commitments under the Agreement, MCA voluntarily committed to
14 delivering \$51,000 in direct financial contributions for paid internships providing exposure to
15 the engineering field for Southeast residents, supplying 1,153 volunteer hours for pro bono
16 architectural, engineering, and consulting services for Bayview Hunters Point Community
17 Advocates (which MCA’s proposal states is a non-profit organization that promotes
18 environmental justice and community health for Southeast neighborhoods), supporting test
19 fitting studies of a proposed community-owned co-op grocery store, and educating San
20 Francisco students about the environmental and building design fields.

21 (j) SFPUC seeks an exemption for City officers and employees from the New
22 Behested Payment Ordinance for their involvement in the SFPUC SIP program contract
23 obligations or SIP contributions made through Agreement No. PRO.0232. SFPUC received
24 proposals for Agreement No. PRO.0232 before the enactment or the effective date of the New
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1 Behested Payment Ordinance, but conditionally awarded the Agreement after the effective
2 date.

3 (k) The Agreement does not fall within the definition of a “project” under the
4 California Environmental Quality Act (CEQA) Guidelines Section 15378 because work under
5 the agreement will consist of design and support services only, and no support during Start-
6 up, Construction, and Closeout services will be initiated under this contract until CEQA review
7 is complete and until the SFPUC has reviewed and considered the CEQA determination and
8 has approved the project. Approval of individual task orders under this contract for activities
9 such as geotechnical investigations would require compliance with CEQA prior to initiation of
10 ground-disturbing activities.

11 Section 2. Authorization of the Agreement. The Board of Supervisors approves
12 SFPUC Agreement No. PRO.0232 under Charter Section 9.118, and authorizes the General
13 Manager of the San Francisco Public Utilities Commission to execute the agreement with
14 Mark Cavagnero Associates in an amount not to exceed \$27,800,000 and with a term of five
15 years for design services for the New City Distribution Division Campus at 2000 Marin Street.

16 Section 3. Exemption from New Behested Payment Ordinance. Notwithstanding the
17 restrictions in Campaign and Governmental Conduct Code Sections 3.600, *et seq.*, that would
18 otherwise apply, the Board of Supervisors authorizes City officers and employees to include,
19 execute, administer, and enforce the Social Impact Partnership program provisions in
20 Agreement No. PRO.0232, without any potential personal liability for their involvement, and
21 authorizes the San Francisco Public Utilities Commission to include and implement the
22 program provisions in that Agreement.

23 Section 4. Submission of Executed Contract. Within thirty days of the execution of the
24 Agreement, the General Manager of the San Francisco Public Utilities Commission shall
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1 provide the signed contract to the Clerk of the Board of Supervisors for inclusion in the official
2 file.

3 Section 5. Effective Date. This ordinance shall become effective 30 days after
4 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
5 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
6 of Supervisors overrides the Mayor's veto of the ordinance.

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8 APPROVED AS TO FORM:
9 DAVID CHIU, City Attorney

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10 By: /s/ _____
11 SHERYL L. BREGMAN
12 Deputy City Attorney

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LEGISLATIVE DIGEST

[Design Professional Services Agreement - Mark Cavagnero Associates - Water Enterprise City Distribution Division Facilities - 2000 Marin Street - \$27,800,000 - Grant of Exemption to Behested Payment Prohibition in Campaign and Governmental Conduct Code]

Ordinance approving a Design Professional Services Agreement with Mark Cavagnero Associates for the new San Francisco Public Utilities Commission (SFPUC) Water Enterprise City Distribution Division facilities at 2000 Marin Street for a total cost not to exceed \$27,800,000 with a term of five years; exempting San Francisco officers and employees from the prohibition on behested payments in the Campaign and Governmental Conduct Code, for any involvement regarding the Social Impact Partnership (SIP) program obligations included in the Agreement; and authorizing the SFPUC to include its SIP program in the Agreement notwithstanding that prohibition.

Existing Law

Under Campaign and Governmental Conduct (C&GC) Code Section 3.600, *et seq.*, behested payments by interested parties are prohibited. (Ordinance No. 232-21 (File No. 201132).) The prohibition became effective January 23, 2022.

Under Charter Section 9.118, contracts of \$10 million are subject to approval by the Board of Supervisors by resolution.

Amendments to Current Law

This is an uncodified ordinance to exempt one SFPUC Agreement from the prohibition against behested payments. SFPUC received proposals for the Agreement prior to the enactment or effective date of the prohibition.

The exemption would authorize City officers and employees to include, execute, administer, and enforce the SIP program provisions in the subject Agreement without any potential personal liability for their involvement, and authorizes the SFPUC to include and implement the program provisions in that Agreement.

The ordinance additionally functions as an approval resolution under Charter Section 9.118 for the subject Agreement, SFPUC Agreement No. PRO.0232, and authorizes the General Manager of the SFPUC to execute the agreement with Mark Cavagnero Associates in an amount not to exceed \$27,800,000 and with a term of five years for design services for the New City Distribution Division Campus at 2000 Marin Street.

Background Information

SFPUC has a longstanding Community Benefits program to address the negative impacts of SFPUC operations on San Francisco residents and businesses. A component of the Community Benefits program is the Social Impact Partnership (SIP) program. Under the SIP, proposers competing for certain SFPUC contracts may submit a plan to donate money and/or time to community-based organizations; the plan is evaluated and scored as part of the competitive process and becomes an obligation under an awarded contract.

On September 17, 2021, SFPUC published a Request For Proposals seeking design professional services for SFPUC's new Water Enterprise City Distribution Division facilities at 2000 Marin Street. The Agreement (SFPUC Agreement No. PRO.0232) would have a term of five years and an amount of \$27,800,000. The Request For Proposals included the SIP program. On October 14, 2021, SFPUC accepted proposals that included SIP proposals.

In December 2021, the City enacted Ordinance No. 232-21 (File No. 201132) prohibiting City officials from soliciting behested payments from interested parties as defined in that legislation (the "New Behested Payment Ordinance"). Under the New Behested Payment Ordinance, a proposer seeking an SFPUC contract in a competitive selection process is an "interested party" and City officials may not solicit any donation from a proposer, including donations made under the SIP program. The effective date of the New Behested Payment Ordinance was January 23, 2022.

On February 22, 2022, the SFPUC awarded Agreement No. PRO.0232 to Mark Cavagnero Associates, with the express condition that the SIP program provisions of the Agreement would be subject to the Board of Supervisors granting an exemption by ordinance to the New Behested Payment Ordinance, and subject to Board of Supervisors approval under Charter Section 9.118.

<p>Item 5 File 22-0285</p>	<p>Department: Public Utility Commission (PUC)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed ordinance would authorize the San Francisco Public Utilities Commission (SFPUC) to enter into a \$27,800,000 agreement with Mark Cavagnero Associates for design services. The proposed agreement has a term of five years, which the City may extend by up to four years. The proposed ordinance would also exempt the agreement from the City’s prohibition on behested payments <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • SFPUC is building a new headquarters for the Water Enterprise’s City Distribution Division at 2000 Marin Street. The SFPUC estimates the entire project will cost approximately \$393,600,000 and be completed in early 2028. Costs are paid for by Water Enterprise capital funds, which include water revenues, water bonds, general obligation bonds, and fees. • The proposed agreement would provide design development, preparation of construction documents, and construction administration for the 2000 Marin facility. • After proposals were submitted in October 2021, the Board of Supervisors approved changes to the Campaign and Governmental Conduct Code which prohibit the SFPUC’s staff from participating in and soliciting proposals for the SFPUC Social Impact Partnership (SIP) program. The proposal submitted by Mark Cavagnero included a SIP proposal, valued at \$223,950. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • The agreement’s not to exceed amount is \$27,800,000. Base labor rates range from \$24.00 to \$111.60 per hour, or \$75.84 to \$249.99 per hour after accounting for overhead and inflation. Labor rates are fixed for the first two years of the contract, after which they may be adjusted by regional inflation. Costs will be funded by Water Enterprise capital revenues. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • SFPUC completed two Requests for Proposals processes in 2021 to procure a design services contractor for the 2000 Marin facility. In both cases, only one bidder was deemed responsive. The 2.84 overhead and profit labor rate multiplier for the proposed agreement is higher than two other recent SFPUC design agreements, which were 2.5 and 2.54. • The proposed agreement’s “Total Project Costs” are \$20.1 million, or \$7.7 million less than the agreement’s not to exceed amount, which was based on 12 percent of estimated construction costs. • The Board could request SFPUC remove the SIP from the agreement, which would deprive community members of the SIP’s potential benefits but is consistent with the current prohibition on behested payments. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approval of the proposed ordinance is a policy matter for the Board of Supervisors. 	

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 to such contract is subject to Board of Supervisors approval.

BACKGROUND

City Distribution Division

Through the Water Enterprise, the San Francisco Public Utilities Commission (SFPUC) provides drinking water to San Francisco residents, auxiliary services such as emergency water supply for firefighting, and wholesale water delivery to agencies in three nearby counties. Within the Water Enterprise, the City Distribution Division (CDD) is responsible for providing retail water distribution across the City, operating the Emergency Firefighting Water System, managing recycled water and groundwater across the City, and maintaining the City’s drinking water infrastructure.

Planned New Headquarters

CDD currently operates out of a headquarters located at 1990 Newcomb Avenue. The SFPUC has determined the Division now needs a new headquarters, to address challenges that include:

- Overcrowding due to the growth of San Francisco’s population and new service demands
- Code violations and safety issues due to aging infrastructure
- Limited efficiency due to obsolete facilities

The new headquarters will be located at 2000 Marin Street. The SFPUC’s goals for the new facility include energy efficient facilities, shared spaces that promote community within CDD, state-of-the-art maintenance and warehouse facilities, and appealing design, including public art. Staff have identified the need for an approximately 400,000 gross square foot campus, as shown in Exhibit 1 below.

Exhibit 1: Projected Usage Needs

Use	Square Foot Area
Administration Offices & Field Crew Facilities	38,100
Shops	86,100
Warehouse	24,200
Parking Garage	216,000
Fuel Station	4,000
Covered Storage	11,620
Total	380,020

Source: SFPUC

According to SFPUC staff, 428 Full-Time Equivalent staff will be relocating to the facility, including staff from Customer Service Bureau and the Water Quality Division in addition to the CDD. Staff project that headcount will eventually increase to 490 employees during the facility's intended 50-year lifespan. The SFPUC estimates the entire project will cost approximately \$393,600,000 and be completed in early 2028. Costs are paid for by Water Enterprise capital funds, which include water revenues, water bonds, general obligation bonds, and fees. A site plan is shown as Appendix I to this report.

First Solicitation

On March 31, 2021, SFPUC staff issued a Request for Proposals (RFP) seeking proposals to lead the design portion of construction of a new CDD headquarters, with a not-to-exceed amount of \$20,200,000. The solicitation also invited bidders to propose a Social Impact Partnership (SIP) with a local group serving residents of the City's Southeast sector, where the project and headquarters will be based. Although SIPs are technically voluntary, choosing not to submit one decreases the number of points a proposal can receive during bid scoring.

In response to the solicitation, the SFPUC received four proposals, only one of which was deemed responsive. The SFPUC did not issue an award and opted to issue a new solicitation in hopes of receiving a higher number of responsive proposals, according to staff.

Second Solicitation

On September 17, 2021, the SFPUC issued a second RFP for design services for the project that included several modifications from the initial solicitation. With the goal of increasing the number of responsive proposals, the SFPUC provided time for proposers to ask questions, and it also modified the initial RFP to increase clarity and remove optional tasks, according to staff.

The SFPUC also added to the scope of work the design of an additional building, which City staff had decided to contract out instead of designing internally, which increased the not-to-exceed amount from \$20,200,000 to \$27,800,000.

Responses

In October 2021, three firms responded to the solicitation. SFPUC staff determined that two of these firms, KMD Architects and Dreyfuss and Blackford Architecture, had failed to follow the RFP's instructions when completing their Overhead and Profit Schedules forms because these firms listed more than one overhead and profit labor rate multiplier for a single firm, according to SFPUC staff. As a result, the SFPUC deemed these proposals non-responsive.

SFPUC staff determined that the third proposal, submitted by Mark Cavagnero Associates, was responsive.

Mark Cavagnero Associates

Mark Cavagnero Associates is an architectural design firm based in San Francisco. The firm's past design and architectural projects in San Francisco include the San Francisco Public Safety Campus, the SFJAZZ Center, and the SFO Consolidated Administration Campus. Mark Cavagnero Associates has not previously provided the SFPUC with design professional services.

Review Panel

Two review panels scored the proposal from Mark Cavagnero Associates. A **technical evaluation panel** consisted of four panelists, one each from the Department of Public Works, Bureau of Architecture; Department of Public Works, Project Management; San Francisco International Airport, Project Management; and SFPUC, City Distribution Division Engineering. A **Social Impact Partnership panel** consisted of three panelists, one each from the Treasurer and Tax Collector's Office, Project Rubicon Inc., and the SFPUC.

Bid Scoring

According to Department staff, a proposer with a written proposal score of lower than 330 would not have advanced to the interview round. The review panel scored Mark Cavagnero Associates' written proposal 435.2125 out of 500, advancing the proposal to the interview round, where it scored 303.325 out of 350. The firm's Social Impact Partnership scored 34.167 out of 50, and its Overhead and Profit Schedule scored 46 out of 100. In total, the review panel scored the proposal 818.70 out of 1,000.

Behested Payments

On December 14, 2021, the Board of Supervisors passed an ordinance that amended the Campaign and Governmental Conduct Code related to behested (File 20-1132). The ordinance took effect January 23, 2022. According to a January 2022 public memorandum from the City Attorney's Office, the changes prohibit SFPUC's staff from participating and soliciting proposals for the SFPUC Social Impact Partnership program.

The SFPUC is asking the Board to approve an exemption to the recently enacted behested payment prohibitions that (1) authorizes SFPUC to include the proposed SIP in the agreement with Mark Cavagnero Associates and (2) authorizes the involvement of City employees in the SIP proposed by the firm.

The SFPUC reports it plans to introduce an ordinance to authorize the SIP program to continue.

DETAILS OF PROPOSED LEGISLATION

The proposed ordinance would authorize SFPUC to enter into a \$27,800,000 agreement with Mark Cavagnero Associates for design services. The proposed agreement has a term of five years, and it gives the city options to extend the agreement for a total term of nine years.

The proposed ordinance would exempt the agreement from the City's prohibition on behested payments, in order to (1) allow the SFPUC to include in the agreement the Social Impact Partnership proposed by Mark Cavagnero Associates and (2) allow City employees to conduct work related to the Social Impact Partnership. Mark Cavagnero Associates' proposal was submitted prior to the City's new behested payment prohibition, which was adopted in December of 2021 and took effect in January of 2022.

Major Tasks

The scope of services in the proposed agreement includes:

- 1) **Design development**, including floor plans, interior design plans, pedestrian and vehicle access planning, 3D-modeling, and documentation for LEED Gold certification;
- 2) **Preparation of construction documents**, including collaboration with City staff on regulatory approvals; and
- 3) **Construction administration**, including responding to requests from construction firms during bidding and construction and conducting inspections during construction

In addition, the proposed agreement requires the completion of the proposed Social Impact Partnership.

Subcontractors

The proposed contract includes seven contractors. Exhibit 2 below shows the contracts and their scopes of work.

Exhibit 2: Prime and Subcontractors

Firm	Role
Mark Cavagnero Associates	Prime
Stantec MEP, Industrial	Industrial, MEP Engineering, and Interiors
BFK	Civil Engineer
Giancalone Design Services	Dry Utilities
SJ Engineers	Plumbing and Fire Engineer
Miyamoto International, Inc.	Structural Engineer
HRA Engineers	Low Voltage Consultant
Salter Associates	Acoustical Engineer
Syska Hennessey	Elevator Consultant
Stok	LEED & Commissioning Consultant
Banks Landl Lighting Design	Lighting Design Consultant
Watry Design	Parking Consultant
RDH	Waterproofing Consultant
Emily Borland	Specifications
REAX Engineering	Code Consultant
Clearstory	Signage Consultant

Source: SFPUC and Proposed Agreement

Proposed Social Impact Partnership (SIP)

As part of its proposal, Mark Cavagnero Associates proposed a SIP that includes providing volunteer assistance to the community nonprofit organization Bayview-Hunters Point Advocates, sponsoring paid internships for residents of southeast San Francisco in engineering and architectural design, and raising awareness about environmental issues and careers in building construction, as shown in Exhibit 3 below.

Exhibit 3: Social Impact Partnership Proposal

Description	Category	Value
Office renovation support for Bayview-Hunters Point Advocates	Volunteer time	\$151,950
Architectural planning support for future community-owned grocery store, with Bayview-Hunters Point Advocates	Volunteer time	\$12,000
Paid engineering internships with BFK Engineers	Internship wages	\$11,000
Paid architecture internships with Watry Designs	Internship wages	\$40,000
Partner with local schools and nonprofit organizations to increase awareness of engineering careers and of environmental issues	Volunteer time	\$9,000
Total		\$223,950

Source: SFPUC

FISCAL IMPACT

The SFPUC projects spending \$27,800,000 on design services covered by this agreement through Fiscal Year 2025-26. Costs are paid for by Water Enterprise capital funds, which include water revenues, water bonds, general obligation bonds, and fees.

Labor Rates

According to Appendix B of the proposed agreement, base labor rates range from \$24.00 to \$111.60 per hour, or \$75.84 to \$249.99 per hour after accounting for overhead and inflation. Labor rates are fixed for the first two years of the contract, after which they may be adjusted by regional inflation. Based rates may not exceed \$250 per hour, unless approved by the SFPUC.

Not-to-Exceed Amount

To determine the agreement’s not-to-exceed amount, SFPUC staff estimated that design costs will be 12 percent of estimated construction costs (approximately \$263,800,000), based on past project costs, private sector industry standards, and current project details. Staff then subtracted the cost of schematics (approximately \$3.9 million), which the SFPUC has already completed, to determine the not-to-exceed total of \$27,800,000.

POLICY CONSIDERATION

Single Responsive Bidder

After its first solicitation, the SFPUC decided to re-bid this contract in hopes of increasing competition for the award. However, the second solicitation resulted in fewer total proposals

(three as opposed to four), only one of which was deemed responsive, because the other two firms had listed more than one overhead and profit labor rate multiplier for a single firm, according to SFPUC staff.

The SFPUC provided two other professional services agreements in response to our questions, both of which had lower Effective Overhead and Profit Rate (EOPR) than the proposed agreement's rate of 2.84. PRO.0068, A contract management agreement related to the SFPUC's Biosolids Digester Facilities Project, had an EOPR of 2.54; and PRO.0096, a construction management agreement related to mountain tunnel improvements, had an EPOR of 2.5.

The Board could consider asking the SFPUC to re-bid this contract again, with additional modifications designed to elicit multiple responsive proposals. The potential benefits (such as a lower overhead and profit rate) of such a re-bid must be weighed against the costs of further delay, including the possibility that Mark Cavagnero Associates might choose not to bid again.

Not-To-Exceed Amount

Appendix B-1 of the proposed agreement lists projected "Total Project Costs" of \$20,107,211, or \$7,692,789 less than the agreement's not to exceed amount. SFPUC staff describe this "Total Project Costs" figure as a high-level hours estimate, not a final cost estimate. According to SFPUC staff, the "Total Project Costs" is based on SFPUC's initial estimate of the hours required to complete the design tasks, which is subject to change. Staff believe the not-to-exceed amount (\$27,800,000), which is 12 percent of construction costs, to be a better estimate of final design costs.

However, the difference between the not-to-exceed amount and the costs detailed in Appendix B-1 far exceeds the difference between these figures in two other recent SFPUC design services agreements. In each of the two recent professional services agreements SPUC provided during the reporting process, the not-to-exceed amount was less than \$4,000 higher than the total cost estimated in that agreement's fees.

Requested Exemption to the Behested Payment Ordinance

The proposed ordinance would approve a design services agreement and grant an exemption for that agreement to the City's probation on behested payments in order to allow for the contractor to fulfill its Social Impact Partnership (SIP) proposal. The Board of Supervisors may either:

1. **Approve the ordinance**, which would ensure the project design moves forward and that community members receive the benefits of the SIP. The SFPUC believes this is appropriate since the Board passed the behested payment legislation after the SFPUC issued this solicitation and after Mark Cavagnero Associates submitted its proposal.
2. **Request SFPUC remove the SIP from the agreement**. This would deprive community members of the SIP's potential benefits but is consistent with the current prohibition on behested payments.

RECOMMENDATION

Approval of the proposed ordinance is a policy matter for the Board of Supervisors.

Appendix I: 2000 Marin Site Plan



Source: SFPUC

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

Agreement between the City and County of San Francisco and

**Mark Cavagnero Associates
New CDD Campus at 2000 Marin Design Services
PRO.0232**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco (“City”), State of California, by and between Mark Cavagnero Associates, 1045 Sansome Street, Suite 200, San Francisco, CA 94111 (“Contractor”) and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission (“Department” or “SFPUC”) wishes to retain services to provide architectural, engineering, and consulting services to design new facilities for the Water Enterprise's City Distribution Division (“CDD”) at 2000 Marin Street, San Francisco; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposal (“RFP”) issued on September 17, 2021, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise (“LBE”) subcontracting participation requirement for this solicitation was 13%; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number PSC 41734 - 21/22 on February 7, 2022; and

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 22-0039 on February 22, 2022; and

WHEREAS, the San Francisco Board of Supervisors approved this Agreement by [insert resolution number] on [insert date of Commission or Board action].

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

1.5 “Contractor” or “Consultant” means Mark Cavagnero Associates, 1045 Sansome Street, Suite 200, San Francisco, CA 94111.

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

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

1.8 “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.

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) **[insert Contractor’s start date]**; or (ii) **the Effective Date** and expire five (5) years later, unless earlier terminated as otherwise provided herein.

2.2 The City has options to renew the Agreement for up to an additional four (4) years, for a total time period not to exceed nine (9) years.. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and only 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 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty-Seven Million, Eight-hundred Thousand Dollars** and no pennies (\$27,800,000.00). The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges.” A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until SFPUC approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, the SFPUC and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

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

(c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

3.3.6 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, Contractor shall confirm that all subcontractors have been paid in the SFPUC's Online Invoice System (SOLIS) unless instructed otherwise by CMD. Failure to submit all required payment information to the SFPUC's System with each payment request may result in the withholding of 20% of the payment due. Self-Service Training for suppliers is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

3.3.7 Getting paid by the City for Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the SFPUC's Online Invoice System (SOLIS). For access to SOLIS, submit a request through SFPUCVendorSupport@sfwater.org.

3.3.8 Reserved. (Grant Funded Contracts.)

3.3.9 Subcontractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f). This provision does not create a private right of action against the City.

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

3.5 Submitting False Claims. Pursuant to Article V of Chapter 6 of the Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section

6.22(e) [Prevailing Wages] of the Administrative Code (collectively, “Covered Services”). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

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

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

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

3.6.6 Certified Payrolls. Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable

subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

3.7 Apprentices.

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

responsible for securing compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

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

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

3.7.4 Contractor, if not signatory to a recognized apprenticeship training program under Labor Code, Chapter 4, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City.

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

Article 4 Services and Resources

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

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

4.3 Subcontracting.

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

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges. Consistent with SFPUC policy, any

modifications to the list of subcontractors must be effectuated via City's approved invoice processing system, subject to the written approval of the City, and CMD, as needed.

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

4.4.1 Independent Contractor. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under

this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

(a) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations..

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$12,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

5.1.2 Additional Insured Endorsements

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

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

(c) **Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement.)**

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

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

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

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

5.1.5 Other Insurance Requirements

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

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

Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

5.2 **Indemnification and Defense Obligations For Design Professionals.**

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

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

5.2.3 **Copyright Infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions,

officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding

subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City’s estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

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

8.4 **Rights and Duties upon Termination or Expiration.**

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

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

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

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

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

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

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

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

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

10.5 Nondiscrimination Requirements.

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

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 32.45% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a

minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

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

contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

10.14 **Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

10.16 **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. (Distribution of Beverages and Water.)**

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.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 **Preservative Treated Wood Products.** Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor

purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

10.20 Contractor Vaccination Policy. Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

In accordance with the Emergency Declaration, Contractor agrees that:

1. Contractor has read the Contractor Vaccination Policy pertaining to the obligations of City;
2. Where applicable, Contractor shall ensure it complies with the requirements of the [Contractor Vaccination Policy](#) pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds;
3. If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

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: Shelby Campbell
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
SCampbell@sfwater.org

To Contractor: Felicia Dunham
Mark Cavagnero Associates
1045 Sansome Street, Suite 200
San Francisco, CA 94111
(415) 398-6944 X208
feliciad@cavagnero.com

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

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

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

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Reserved. (Negotiation; Alternative Dispute Resolution)

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor’s proposal dated October 14, 2021. The RFP and Contractor’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor’s proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Contractor’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Contractor’s proposal, and Contractor’s printed terms, respectively.

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

Article 12 Department Specific Terms

12.1 **Reserved.**

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 **Reserved. (Payment Card Industry (“PCI”) Requirements.)**

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

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

13.5 Management of City Data and Confidential Information

13.5.1 **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.

13.5.2 **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 14 MacBride And Signature

14.1 **MacBride Principles – Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY

CONTRACTOR

Mark Cavagnero Associates

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Mark Cavagnero
CEO

City Supplier Number: 0000015694

Approved as to Form:

David Chiu
City Attorney

By: _____
Tyson Arbuthnot
Deputy City Attorney

Appendices

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

Appendix A Scope of Services

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

1. Design Development
2. Construction Documents
3. Construction Administration: Design support during construction for Request for Information (RFI), review of Submittals and Closeout.
4. Social Impact Partnership

TASK 1 DESIGN DEVELOPMENT

- A. The Consultant shall provide, without limitation, the following tasks during Design Development, to refine and advance the approved Schematic Design for the Project, fully integrating all required design elements and systems to provide sufficient information to develop the Construction Documents for the Trade Bid Packages
1. Review and analysis of Schematic Design.
 2. Architectural site and floor plans, reflected ceiling plans, exterior and interior elevations, and other drawings to describe the Design Development including the column grids, pedestrian and vehicle access/egress, and vertical passenger conveyance systems.
 3. Interior design plans and other supporting documents to illustrate the graphic design layouts.
 4. 3D modeling of drawings and preparation of renderings.
 5. Building systems, materials, products, and graphic design elements.
 6. Building Information Models (BIM) Model for detailed Structural, Electrical, Mechanical and Plumbing, Special Systems, and other systems floor plans, diagrams, and text to describe these systems.
 7. Plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the projects compliance for LEED Gold certification requirements.
 8. Draft project specifications sufficient to describe the selected systems, materials and products.
 9. Design Development phase report to document and summarize the Design Development phase decisions and outcomes.
 10. Room Data Sheets to document alignment of design development with programmatic and functional requirements.
- B. Manuals for Special Systems

1. Working collaboratively with the Project Team, Consultant shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, Security and Audiovisual systems. The CSM needs to address the following criteria:
 - a. All Access Control System (ACS) design and implementation must be done by the SFPUC's Master Integrator. Master Integrator scope of work is limited to design assist, integration and procurement of Lenel. Consultant shall subcontract all design, installation and integration services for the ACS to the Master Integrator.
 - b. In developing the CSM, Consultant shall obtain all departmental standards documents from the SFPUC.
2. Consultant shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, Heating, Ventilation, and Air Conditioning (HVAC) equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.
4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Consultant shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network monitoring.
5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Consultant shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

 - a. Consultant shall inventory existing equipment and provide assessment for reuse.

- b. Consultant shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.
- c. Consultant shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

C. Develop Building Information Models (BIM)

Consultant shall utilize BIM processes to maximize efficiency throughout the entire project lifecycle. This integrated approach using BIM will provide opportunities to share and leverage data at each stage of this project, improving project quality and efficiency, reducing risk and providing the best possible information for all stakeholders. All design disciplines utilized by the Consultant shall prepare documents using BIM without exception unless specifically approved in writing by the City.

- 1. The BIM Forum's Level of Detail (LOD) Specification version May 2020 (<http://bimforum.org/lod>) shall be used as the basis for the expected representation of the BIM details expected for various stages of the Work.
- 2. Models received from the Consultant until construction shall meet LOD 300 which is accurate in terms of quantity, size, shape, location, and orientation.
- 3. Consultant must utilize BIM in preparation of all renderings, 3D visualizations and development of deliverables.
- 4. The primary BIM platform for authoring content related to facilities and internal systems shall be Autodesk Revit® 2021. This platform must be used for all facilities, structures, buildings and internally housed assets.
- 5. The primary BIM platform for authoring site and linear work must be Autodesk Civil 3D® 2021. This platform must be used for all site work and buried utilities.
- 6. The primary BIM viewing platform must be Autodesk Navisworks® (current version).
- 7. The primary schedule and cost loaded platform for integration with BIM - must be Primavera P6.

D. Develop and Implement Quality Assurance/Quality Control (QA/QC) Plan.

1. The QA Plan shall identify the Consultant's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - a. Ensuring all work complies with applicable codes and standards and industry practices;
 - b. Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.

2. Implement QA Plan - The Consultant shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with City staff.

3. Prepare Quality Control (QC) Plan - The Consultant shall prepare and submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Consultant's requirement and procedures for ongoing QC efforts including but not limited to the following:
 - a. Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - b. Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - c. Procedures for reviewing and checking work performed by subconsultants to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - d. Procedures for resolving review comments; and
 - e. Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.

4. Implement QC Plan - The Consultant shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum,

internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with City staff.

5. Architectural Peer Review – The Consultant shall conduct an Architectural peer review of the design and documentation produced by City Staff to confirm consistency and alignment with the rest of the project and the project budget.
- E. Prepare and submit a Design Development phase report to document and summarize the Design Development phase decisions and outcomes, including deviations from the Programming Document and Schematic Design prepared by City Staff.
- F. Prepare and submit plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the Project compliance with LEED requirements.
- G. San Francisco Arts Commission (Arts Commission):
 1. Collaborate with City Staff to attain Phase 2 Approval from the Civic Design Review (CDR) Committee.
 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project as required by the San Francisco Administrative Code, Section 3.19, Public Art Ordinance.

TASK 2 CONSTRUCTION DOCUMENTS

- A. Based on the approval of the Design Development documents, Consultant shall prepare 50%, 95%, and 100% Construction Documents to fully describe the work for each trade bid package that should include the following:
 1. Drawings, diagrams, calculations, 3D models, renderings, schedules and other documents as needed.
 2. Project Manual to include the General and Supplementary Conditions, Divisions 00 and 01, and the technical specification Documents.
 3. Preparation of bidding documents and general requirements typically referred as Divisions 0 and 1 in the contract documents, Submittals, Enhanced Commissioning (as defined by LEED), and other Division 1 Sections that the Consultant is responsible for or as requested by the City.

- B. Collaborate with City Staff to facilitate regulatory approvals of project documents from the Department of Building Inspection, San Francisco Fire Department, Public Works Bureau of Streets and Mapping, Public Works Accessibility Review, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Department of Public Health and California Department of Toxic Substances Control. Consultant shall provide their work documents, be available for meetings, provide responses to comments as it pertains to their work documents and facilitate follow up to expedite approvals.
- C. Final San Francisco Arts Commission Approval: City Projects require design review approvals from the San Francisco Arts Commission's Civic Design Review Commission. Phase 2 approval is required at completion of the Design Development phase and Phase 3 approval is required at completion of Construction Documents phase. For more information visit: <https://www.sfartscommission.org/our-role-impact/programs/civic-design-review>.
 - 1. Collaborate with City Staff to attain Phase 2 and 3 Approval from the Civic Design Review (CDR) Committee.
 - 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project.
- D. Consultant shall include plans and documentation for Commissioning and Activation Process:
 - 1. Provide documentation (Available Manufacturer Test procedures in product specifications) to indicate compliance with the SFPUC's Commissioning requirements.
 - 2. Provide documentation to indicate compliance with LEED Gold certification requirements and commissioning requirements.
 - 3. Update plans previously developed in the BOD as needed to reflect decisions that have been made during the Construction Documents phase.

TASK 3 CONSTRUCTION ADMINISTRATION

- A. Consultant is responsible for providing support during the bidding process, including providing full and complete design documents and responding to requests for information from bidders.
- B. Consultant is responsible for review and responses to requests for information, and review and approval of required submittals during construction.
- C. Consultant is responsible for issuing Architect's Supplemental Instruction (ASI) for design or construction changes during construction.
- D. Consultant is responsible for conducting inspections during construction and prior to substantial completion. Consultant shall issue punch list items to be completed for issuance of substantial completion and final completion.

TASK 4 SOCIAL IMPACT PARTNERSHIP

1) *Terms and Conditions*

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

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

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

2) *Project Team*

Kang Kiang, shall serve as the Executive in Charge to manage the Contractor's SIP Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the SIP Commitments listed in the Social Impact Partnership Commitments Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Social Impact Partnership Coordinator, Felicia Dunham, to organize, plan, track, measure, and report on Contractor's SIP Commitments. The Executive in Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

3) *Social Impact Partnership Commitments*

Contractor shall provide \$51,000 in direct financial contributions and \$172,950 in volunteer hours. Contractor commits to a minimum contribution of \$223,950 over the term of this Agreement as stated in the Social Impact Partnership Commitments Table below.

Social Impact Partnership Commitments Table

				(A)	(B)	(C)	(D)	(F)
Social Impact Partnership Program Area	Task	Strategies and Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized and cannot be changed)	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
Environment and Community Health	Support the Bayview Hunters Point Advocates with improvements to their tenant space to support BVHP Advocates' community support efforts and events	The renovated office space will facilitate the work of the BVHP Advocates and create a welcoming space for community members seeking help or services. The improvements will facilitate community meetings, events, as well as distribution of food and supplies to local residents in need. The proposal includes pro bono work from the Prime proposer and many of the subconsultants as itemized below.	Approximately 1 year to complete design, permitting and construction of the tenant improvements					
		Consultant – Discipline						
		Architecture		\$ -	600 hrs	\$150/hr	\$90,000	\$90,000
		Structural Engineering		\$ -	20 hrs	\$150/hr	\$3,000	\$3,000
		Mechanical and Electrical Engineering		\$ -	60 hrs	\$150/hr	\$9,000	\$9,000
		Plumbing Engineering		\$ -	130 hrs	\$150/hr	\$19,500	\$19,500
		IT and Security Consulting		\$ -	50 hrs	\$150/hr	\$7,500	\$7,500
		Lighting Design		\$ -	75 hrs	\$150/hr	\$11,250	\$11,250
		Cost Consulting		\$ -	40 hrs	\$150/hr	\$6,000	\$6,000

		Code / Life Safety Consulting		\$ -	12 hrs	\$150/hr	\$1,800	\$1,800
		Specifications		\$ -	8 hrs	\$150/hr	\$1,200	\$1,200
		Acoustic / AV		\$ -	18 hrs	\$150/hr	\$2,700	\$2,700
	Support the Bayview Hunters Point Advocates with test fit studies related to a community-owned coop grocery store.	Working in partnership with the Bayview Hunters Point Advocates, the studies will help advance BVHP Advocates' objective of making healthy food readily available to the residents of San Francisco's Southeast neighborhoods.	Duration of the contract - 5 years, 2022-2026	\$ -	80 hrs	\$150/hr	\$12,000	\$12,000
Job Exposure and Internships	Support the residents of the Southeast neighborhoods through paid internships providing exposure to engineering professions.	BKF is committed to supporting the SIP through an intern program. BKF has a robust and successful internship program and believe that an including a young professional on the project team would provide invaluable professional development opportunities for the individual. We would recruit an intern via the City's SIP supplier program, or our own intern recruitment program to offer the opportunity. BKF is committed to sourcing local talent from the communities in which the project would serve. The financial contribution	Duration of the contract - 5 years, 2022-2026	\$11,000	0 hrs	\$150/hr	\$-	\$11,000

		represents the anticipated intern wages.						
		Watry Design is committed to hiring interns through the City's architecture internship program with a specific emphasis on finding participants from the southeast neighborhoods. The financial contribution represents the anticipated intern wages.	Duration of the contract - 5 years, 2022-2026	\$40,000	0 hrs	\$150/hr	\$-	\$40,000
Education	Partner with established non-profits and schools in District 10 to educate young people on issues related to the environment and careers in building design fields	The team is committed to working with City College to host panels for students interested in architecture and engineering to expose them to those professions. Our subconsultant team also has a track record of working with non-profits such as Literacy for Environmental Justice who works with youth and schools in District 10 on environmental education.		\$-	60 hrs	\$150/hr	\$9,000	\$9,000
TOTAL				\$51,000	1153 Hrs		\$172,950	\$223,950.00

4) Accountability and Deliverables

Contractor shall provide a description of the accountability methods to ensure that the proposed SIP activities will be delivered in a transparent and accountable manner. The contractor shall provide reports and supporting documentation consistent with the reporting requirements detailed below to establish fulfillment of the SIP commitments.

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

a) Social Impact Partnership Plan and Timeline

- Contractor shall develop a SIP Plan within three (3) months of issuance of the first NTP. The SIP Plan will provide details regarding community partnerships, expenditures, a schedule, and timelines related to the SIP Submittal.
- Contractor is invited to meet once a year thereafter or as needed with the SFPUC Social Impact Partnership Team during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

b) Social Impact Partnership Commitments and Reporting

- Contractor shall deliver the proposed SIP Commitments specified in the SIP Submittal and the SIP Plan. Any proposed changes to the SIP Commitments as set forth herein shall be submitted in writing for review by the Social Impact Partnership Team.
- Contractor must submit progress reports at least biannually during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the commitments are completed during the term of the contract). The progress reports must identify activities and detail the outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the biannual progress reports, Contractor must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated thereto were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). Contractor must submit progress reports by the last business day of the month following the previous six-month reporting period.
- Contractor shall submit the reports noted above and any other documents necessary so that they can be presented to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SFPUC Commission and all interested stakeholders to evaluate and measure the efficacy of Contractor's SIP Commitments. Contractor shall be prepared to publicly present and transparently report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of Contractor's SIP Commitments.
- Contractor shall also submit an annual newsletter documenting the culmination of their SIP Commitments, beneficiaries, and outcomes for the year.

5) *Statements of Understanding*

Contractor acknowledges that they agree with the following statements:

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

CONTRACTOR SHALL PROVIDE ALL OF THE SIP COMMITMENTS, CONSISTENT WITH ALL OF THE TERMS OF CONTRACTOR'S SOCIAL IMPACT PARTNERSHIP PROPOSAL DATED OCTOBER 14, 2021, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE. SHOULD THERE BE ANY CONFLICTS OR DISCREPANCIES BETWEEN THE LANGUAGE IN THIS SECTION AND THE CONTRACTOR'S SOCIAL IMPACT PARTNERSHIP PROPOSAL, THE TERMS OF THE LANGUAGE OF THIS SECTION SHALL PREVAIL AS CONTRACTOR AND SFPUC'S FINAL MUTUAL UNDERSTANDING AND AGREEMENT. ALL WRITTEN DELIVERABLES, INCLUDING ANY COPIES, SHALL BE SUBMITTED ON RECYCLED PAPER AND PRINTED ON DOUBLE-SIDED PAGES TO THE MAXIMUM EXTENT POSSIBLE.

2. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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

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

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

5. Reports. Contractor shall submit written reports as requested by the SFPUC. Format for the content of such reports shall be determined by the SFPUC. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

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

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

Appendix B Calculation of Charges

As part of Contractor's proposal dated October 14, 2021, 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 two years of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the second 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.

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

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for PRO.0232 is **2.84**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix B-1. The EOPR will also apply to all amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

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

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

- Task-specific out-of-town travel as requested by SFPUC (“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 travel must be non-routine.
 - Rental vehicle or Car Share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: SFPUC will pay Consultant on a per mile basis 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 Consultant must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Consultant must submit to the City an approved mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The Consultant must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional
- Specialty printing (“specialty” as used herein shall mean large volume or large format 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);
- Task related permit fee; and
- Expedited courier services when requested by SFPUC staff; and
- Task-specific Safety equipment.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from Consultant’s home office to SFPUC facilities not requested by SFPUC;
- Non-routine travel from Consultant’s home office to SFPUC facilities;
- Consultant 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 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;
- Ergonomic office equipment; 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 4;
- Shall be subject to written pre-approval by the Contractor's liaison with the SFPUC;
- Subcontractor administration markup is limited to five percent (5%) of subcontractors' actual labor costs.

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

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

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

Invoice Supporting Documentation:

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

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

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

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

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.

Appendix B-1 Fee Schedule

PUC.PRO.0232 NEW CDD CAMPUS AT 2000 MARIN DESIGN SERVICES
Overhead and Profit Schedule Submitted by **Mark Cavagnero Associates**

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [G]*[J]
[A]	[B]	[C]	[D] First Name, Last Name	[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Mark Cavagnero Associates								
		Senior Principal	Mark Cavagnero	Mark Cavagnero Assoc.	324	\$96.15	\$31,152.60	2.6000	\$249.99	\$80,996.76
		Principal in Charge	Kang Kiang	Mark Cavagnero Assoc.	512	\$85.00	\$43,520.00	2.6000	\$221.00	\$113,152.00
		Project Manager	Felicia Dunham	Mark Cavagnero Assoc.	1,160	\$65.00	\$75,400.00	2.6000	\$169.00	\$196,040.00
		Senior Design Architect	Chris Campbell	Mark Cavagnero Assoc.	1,852	\$62.25	\$102,837.00	2.6000	\$161.85	\$267,376.20
		Project Architect	Ellen Leuvenberger	Mark Cavagnero Assoc.	1,888	\$53.00	\$100,064.00	2.6000	\$137.80	\$260,166.40
		Senior Architect	Staff Position	Mark Cavagnero Assoc.	1,888	\$53.00	\$100,064.00	2.6000	\$137.80	\$260,166.40
		Intermediate Architect	Staff Position	Mark Cavagnero Assoc.	1,588	\$42.00	\$66,696.00	2.6000	\$109.20	\$173,409.60
		Intermediate Architect	Staff Position	Mark Cavagnero Assoc.	1,588	\$42.00	\$66,696.00	2.6000	\$109.20	\$173,409.60
		Junior Architect	Staff Position	Mark Cavagnero Assoc.	1,528	\$35.00	\$53,480.00	2.6000	\$91.00	\$139,048.00
		Y.A. studio								
		Principal	Yakuh Askew	Y.A. studio	125	\$100.00	\$12,500.00	3.20	\$250.00	\$31,250.00
		Project Architect	Erik Gerlach	Y.A. studio	500	\$60.00	\$30,000.00	3.20	\$192.00	\$96,000.00
		Associate	Karin Chen	Y.A. studio	750	\$47.50	\$35,625.00	3.20	\$152.00	\$114,000.00
		Senior Designer	Gina Buglada	Y.A. studio	750	\$42.50	\$31,875.00	3.20	\$136.00	\$102,000.00
		Designer	Maria Carriero	Y.A. studio	900	\$37.50	\$33,750.00	3.20	\$120.00	\$108,000.00
		Designer	Sherry Fang	Y.A. studio	750	\$38.50	\$28,875.00	3.20	\$123.20	\$92,400.00
		Interior Designer	Leslie Laskin-Reese	Y.A. studio	417	\$55.00	\$22,917.00	3.20	\$176.00	\$73,333.33
		Interior Designer	Jonathan Ting	Y.A. studio	750	\$33.50	\$25,125.00	3.20	\$107.20	\$80,400.00
		BKF								
		Principal in Charge	Scott Schork	BKF	44	\$78.40	\$3,449.60	3.1887	\$249.99	\$10,999.74
		Principal/Civil Project Manager	Simon North	BKF	114	\$78.40	\$8,937.60	3.1887	\$249.99	\$28,499.33
		Associate	Mike O'Connell	BKF	267	\$77.92	\$20,804.64	3.1887	\$248.46	\$66,339.76
		Project Manager/Civil Design	Janine Watson	BKF	174	\$62.00	\$10,788.00	3.1887	\$197.70	\$34,399.70
		Project Manager/Water Resources	Eric Moreno	BKF	127	\$65.50	\$8,318.50	3.1887	\$208.86	\$26,525.20
		Senior Project Engineer	Michael Coughlin	BKF	443	\$58.50	\$25,915.50	3.1887	\$186.54	\$82,636.75
		Project Engineer	Shante Stowell	BKF	519	\$52.00	\$26,988.00	3.1887	\$165.81	\$86,056.64
		Design Engineer	Alexandrea Ramiro	BKF	511	\$37.00	\$18,907.00	3.1887	\$117.98	\$60,288.75
		Giacalone Design Services								
		Senior PM	Dave Crowfoot	Giacalone Design	45	\$62.50	\$2,812.50	3.2000	\$200.00	\$9,000.00
		PM	Arnold Saenz	Giacalone Design	45	\$62.50	\$2,812.50	3.2000	\$200.00	\$9,000.00
		Drafter	Mark Baker	Giacalone Design	52	\$29.69	\$1,543.75	3.2000	\$95.00	\$4,940.00
		Stantec - MEP								
		Principal	Maung Winn	Stantec	60	\$79.83	\$4,789.80	2.8959	\$231.18	\$13,870.78
		Senior Mechanical Engineer	Gladys Yang	Stantec	80	\$64.77	\$5,181.60	2.8959	\$187.57	\$15,005.40
		Mechanical Engineer	Vinh Phan	Stantec	440	\$47.96	\$21,102.40	2.8959	\$138.89	\$61,110.44
		Senior Plumbing Engineer	Frnaklin Lopex	Stantec	44	\$53.68	\$2,361.92	2.8959	\$155.45	\$6,839.88
		Plumbing Designer	Carlos Iskander	Stantec	380	\$40.40	\$15,352.00	2.8959	\$116.99	\$44,457.86
		Energy Modeling	Xing Chen	Stantec	112	\$51.64	\$5,783.68	2.8959	\$149.54	\$16,748.96
		Lead Electrical Engineer	Paul Ericson	Stantec	60	\$86.32	\$5,179.20	2.8959	\$249.97	\$14,998.45
		Senior Electrical Engineer	Daniel Castro	Stantec	72	\$81.74	\$5,885.28	2.8959	\$236.71	\$17,043.18
		Electrical Designer	Claire Liu	Stantec	424	\$49.04	\$20,792.96	2.8959	\$142.01	\$60,214.33
		Senior Lighting Designer (Power&T24)	Barth Ballard	Stantec	240	\$47.26	\$11,342.40	2.8959	\$136.86	\$32,846.46
		Administrative Support	Peter Adams	Stantec	60	\$34.79	\$2,087.40	2.8959	\$100.75	\$6,044.90
		Stantec - Industrial								
		Industrial Engineering/Architecture	Patrick McKelvey	Stantec	80	\$86.32	\$6,905.60	2.8959	\$249.97	\$19,997.93
		Industrial Engineering/Architecture	Jessica Cooper	Stantec	520	\$47.67	\$24,788.40	2.8959	\$138.05	\$71,784.73
		Industrial Engineering/Architecture	Jared Weismantel	Stantec	400	\$60.62	\$24,248.00	2.8959	\$175.55	\$70,219.78
		Industrial Engineering/Arch BIM	Staff Position	Stantec	1,000	\$40.00	\$40,000.00	2.8959	\$115.84	\$115,836.00
		Interior Design	Heidi Dunn	Stantec	40	\$49.63	\$1,985.20	2.8959	\$143.72	\$5,748.94
		Interior Design BIM	Staff Position	Stantec	120	\$40.00	\$4,800.00	2.8959	\$115.84	\$13,900.32
		Stantec - Fuel								
		Fuel System EOR	Ronald Laurence	Stantec	20	\$79.70	\$1,594.00	2.8959	\$230.80	\$4,616.06
		Lead Fuel System Designer	Jeffrey Wilson	Stantec	40	\$62.20	\$2,488.00	2.8959	\$180.12	\$7,205.00
		Senior Fuel System Engineer	Neil MacAloney	Stantec	80	\$54.67	\$4,373.60	2.8959	\$158.32	\$12,665.51
		Fuel System Engineer	Nate Devoe	Stantec	80	\$33.17	\$2,653.60	2.8959	\$96.06	\$7,684.56
		SJ Engineers - Plumbing								
		Principal	Neil Joson	SJ Engineers	330	\$83.00	\$27,390.00	2.7800	\$230.74	\$76,144.20
		Project Engineer	Kevin Takeda	SJ Engineers	500	\$55.00	\$27,500.00	2.7800	\$152.90	\$76,450.00
		CAD	Bonifacio Del Rosario	SJ Engineers	520	\$35.00	\$18,200.00	2.7800	\$97.30	\$50,596.00
		SJ Engineers - Fire Protection								
		Principal	Neil Joson	SJ Engineers	500	\$83.00	\$41,500.00	2.7800	\$230.74	\$115,370.00
		Project Engineer	Robert Yamauchi	SJ Engineers	600	\$55.00	\$33,000.00	2.7800	\$152.90	\$91,740.00
		CAD	Bonifacio Del Rosario	SJ Engineers	450	\$35.00	\$15,750.00	2.7800	\$97.30	\$43,785.00
		Miyamoto International, Inc.								
		Principal - QA/QC	Josh Reynolds	Miyamoto International	87	\$75.70	\$6,585.90	3.1800	\$240.73	\$20,943.16
		Project Manager	Sean Fraser	Miyamoto International	262	\$66.95	\$17,540.90	3.1800	\$212.90	\$55,780.06
		Principal in Charge	Ken Wong	Miyamoto International	87	\$78.62	\$6,839.68	3.1800	\$250.00	\$21,750.18
		Project Engineer	Jake Gruber	Miyamoto International	438	\$46.30	\$20,279.40	3.1800	\$147.23	\$64,488.49
		Project Engineer	Robert Luemers	Miyamoto International	438	\$46.30	\$20,279.40	3.1800	\$147.23	\$64,488.49
		Designer/Senior Designer	Amber Elliott	Miyamoto International	219	\$34.34	\$7,520.46	3.1800	\$109.20	\$23,915.06
		Designer/Senior Designer	Michael Vincent	Miyamoto International	219	\$37.12	\$8,129.28	3.1800	\$118.04	\$25,851.11
		HRA Engineers								
		Principal/Project Manager	Hamid Arbabaraghi	HRA Consulting Engineers	668	\$85.00	\$56,780.00	2.9150	\$247.78	\$165,513.70

Design Development

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]	
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]	
		Revit/AutoCad	Louis	Harrison	HRA Consulting Engineers	258	\$52.00	\$13,416.00	2.9150	\$151.58	\$39,107.64	
		Revit/AutoCad	Nina	Arbabaraghi	HRA Consulting Engineers	668	\$45.00	\$30,060.00	2.9150	\$131.18	\$87,624.90	
		Salter - Acoustics										
		Sr. VP - Project Manager	Tom	Schindler	Salter	70	\$78.13	\$5,468.75	3.2000	\$250.00	\$17,500.00	
		VP - Acoustics Discipline Lead	Jason	Duty	Salter	110	\$62.50	\$6,875.00	3.2000	\$200.00	\$22,000.00	
		Consultant - Acoustics Consultant	Skyler	Carricot	Salter	225	\$34.38	\$7,734.38	3.2000	\$110.00	\$24,750.00	
		Salter - AV										
		Sr. VP - Project Manager	Tom	Schindler	Salter	22	\$78.13	\$1,718.75	3.2000	\$250.00	\$5,500.00	
		VP - Acoustics Discipline Lead	Davis	Keith	Salter	36	\$62.50	\$2,250.00	3.2000	\$200.00	\$7,200.00	
		Consultant - Acoustics Consultant	Skyler	Ng	Salter	60	\$34.38	\$2,062.50	3.2000	\$110.00	\$6,600.00	
		Syska Hennessey										
		PIC	John	Moran	Syska Hennessey	36	\$83.33	\$2,999.88	3.0000	\$249.99	\$8,999.64	
		PM	Mike	Garceau	Syska Hennessey	48	\$62.35	\$2,992.80	3.0000	\$187.05	\$8,978.40	
		Proj. Designer	John	DeBenedittis	Syska Hennessey	40	\$35.64	\$1,425.60	3.0000	\$106.92	\$4,276.80	
		Stok										
		Sustainability Lead	Michael	Hummel	Stok. LLC	350	\$70.91	\$24,819	2.4	\$170.18	\$59,564	
		Sustainability Coordinator	Kristen	Hershowitz	Stok. LLC	400	\$50.96	\$20,384	2.4	\$122.30	\$48,922	
		Commissioning Lead	Jason	Breede	Stok. LLC	300	\$80.28	\$24,084	2.4	\$192.67	\$57,802	
		Commissioning Coordinator	Wenhan	Qiu	Stok. LLC	220	\$63.94	\$14,067	2.4	\$153.46	\$33,760	
		Banks Landli (Hiram Banks)										
		Principal	Matt	Landl	Banks Landli	75	\$72.11	\$5,408.25	3.0000	\$216.33	\$16,224.75	
		Design Director	Tobias	Holden	Banks Landli	100	\$50.48	\$5,048.00	3.0000	\$151.44	\$15,144.00	
		Senior Designer	Rudy	Rodriguez	Banks Landli	175	\$45.67	\$7,992.25	3.0000	\$137.01	\$23,976.75	
		Senior Designer	Austin	Anderson	Banks Landli	140	\$45.67	\$6,393.80	3.0000	\$137.01	\$19,181.40	
		Designer	Tan	Mekathikom	Banks Landli	175	\$40.86	\$7,150.50	3.0000	\$122.58	\$21,451.50	
		Designer	Zulieka	Yan	Banks Landli	140	\$40.86	\$5,720.40	3.0000	\$122.58	\$17,161.20	
		Junior Designer	Chelsie	Cocjin	Banks Landli	300	\$33.65	\$10,095.00	3.0000	\$100.95	\$30,285.00	
		Watry Design										
		Principal	Michelle	Wendler	Watry Design, Inc	40	\$78.12	\$3,124.80	3.2000	\$249.98	\$9,999.36	
		Senior Project Manager	Taylor	Kim	Watry Design, Inc	250	\$56.37	\$14,092.50	3.2000	\$180.38	\$45,096.00	
		Senior Project Manager	Anita	Gupta	Watry Design, Inc	200	\$58.33	\$11,666.00	3.2000	\$186.66	\$37,331.20	
		Assistant Project Manager	Mansoureh	Aslany	Watry Design, Inc	150	\$42.40	\$6,360.00	3.2000	\$135.68	\$20,352.00	
		Assistant Project Engineer	Chris	Maulino	Watry Design, Inc	250	\$46.82	\$11,705.00	3.2000	\$149.82	\$37,456.00	
		Senior Project Architect	Hannah	Moyer	Watry Design, Inc	200	\$55.64	\$11,128.00	3.2000	\$178.05	\$35,609.60	
		Senior Job Captain	Edson	Ty	Watry Design, Inc	350	\$44.85	\$15,697.50	3.2000	\$143.52	\$50,232.00	
		Senior Designer [A]	Meghana	Prabhune	Watry Design, Inc	160	\$32.00	\$5,120.00	3.2000	\$102.40	\$16,384.00	
		Senior Designer [E]	Kevin	Pihan	Watry Design, Inc	160	\$31.00	\$4,960.00	3.2000	\$99.20	\$15,872.00	
		Senior Designer [P]	Robyn	Woodard	Watry Design, Inc	100	\$32.00	\$3,200.00	3.2000	\$102.40	\$10,240.00	
		Senior Designer [A]	Willi	Cheung	Watry Design, Inc	200	\$31.50	\$6,300.00	3.2000	\$100.80	\$20,160.00	
		Staff Designer [E]	Jose	Ramirez	Watry Design, Inc	190	\$30.50	\$5,795.00	3.2000	\$97.60	\$18,544.00	
		Clearstory										
		Principal/President	Julie	Vogel	Clearstory Inc.	108	\$79.00	\$8,532.00	3.1600	\$249.64	\$26,961.12	
		Project Manager	Justin	Lawrance	Clearstory Inc.	240	\$54.95	\$13,188.00	3.1600	\$173.64	\$41,674.08	
		Senior Designer	Alan	Kreigel	Clearstory Inc.	320	\$36.06	\$11,539.20	3.1600	\$113.95	\$36,463.87	
		Designer	Jane	Woywod	Clearstory Inc.	320	\$29.35	\$9,392.00	3.1600	\$92.75	\$29,678.72	
		Junior Designer	Minh Thao	Vo	Clearstory Inc.	100	\$25.50	\$2,550.00	3.1600	\$80.58	\$8,058.00	
		Design Assistant	Staff Position		Clearstory Inc.	66	\$24.00	\$1,584.00	3.1600	\$75.84	\$5,005.44	
		RDH										
		Senior Specialist, Project Principal	Joe	Pinon	RDH Building Science	40	\$83.33	\$3,333.20	3.0000	\$249.99	\$9,999.60	
		Senior Project Manager, Project Manager	Felix	Weber	RDH Building Science	60	\$75.00	\$4,500.00	3.0000	\$225.00	\$13,500.00	
		Building Science Consultant, Field Engineer	John	Ng	RDH Building Science	60	\$58.33	\$3,499.80	3.0000	\$174.99	\$10,499.40	
		Stantec - FF&E										
		Interiors Project Manager - FF&E	Wendy	Weiskopf	Stantec	72	\$54.25	\$3,906.00	2.8959	\$157.10	\$11,311.39	
		Interiors Junior Staff - FF&E	Emily	Thomas	Stantec	128	\$27.17	\$3,477.76	2.8959	\$78.68	\$10,071.25	
		Reax Consulting										
		Principal	Armin	Wolski	Reax	70	\$107.00	\$7,490.00	2.1000	\$224.70	\$15,729.00	
		Project Manager	Ronne	Thomas	Reax	80	\$81.00	\$6,480.00	2.1000	\$170.10	\$13,608.00	
		Project Designer	Jeff	Gonzales	Reax	80	\$62.00	\$4,960.00	2.1000	\$130.20	\$10,416.00	
		Emily Borland Specifications										
		Principal Specifier	Emily	Borland	Emily Borland Specs	65	\$111.60	\$7,254.00	2.2400	\$249.98	\$16,248.96	
		Associate Specifier	Maureen	Behrendt	Emily Borland Specs	35	\$100.00	\$3,500.00	2.2400	\$224.00	\$7,840.00	
		Associate Specifier	Hector	Rubio	Emily Borland Specs	35	\$100.00	\$3,500.00	2.2400	\$224.00	\$7,840.00	
		TBD Consultants										
		Principal	Niall	Durkin	TBD Consultants	40	\$100.96	\$4,038	2.46	\$248.36	\$9,934	
		Snr Estimator / PM	Amy	Muhl	TBD Consultants	248	\$85.82	\$21,283	2.46	\$211.12	\$52,357	
		Snr. MEP Estimator	David	Jones	TBD Consultants	160	\$100.96	\$16,154	2.46	\$248.36	\$39,738	
		Assistant Estimator	Angad	Chouhan	TBD Consultants	280	\$48.07	\$13,460	2.46	\$118.25	\$33,111	
		TASK 1 TOTAL					37,886	-	\$1,973,778.79	-	-	\$5,598,819.96
		Mark Cavagnero Associates										
		Senior Principal	Mark	Cavagnero	Mark Cavagnero Assoc	200	\$96.15	\$19,230.00	2.6000	\$249.99	\$49,998.00	
		Principal in Charge	Kang	Kiang	Mark Cavagnero Assoc.	440	\$85.00	\$37,400.00	2.6000	\$221.00	\$97,240.00	
		Project Director	Felicia	Dunham	Mark Cavagnero Assoc	1,040	\$65.00	\$67,600.00	2.6000	\$169.00	\$175,760.00	
		Senior Design Architect	Chris	Campbell	Mark Cavagnero Assoc	1,880	\$62.25	\$117,030.00	2.6000	\$161.85	\$304,278.00	
		Project Architect	Ellen	Leuenberger	Mark Cavagnero Assoc	1,880	\$53.00	\$99,640.00	2.6000	\$137.80	\$259,064.00	

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Senior Architect	Staff Position		Mark Cavagnero Assoc	1,880	\$53.00	\$99,640.00	2.6000	\$137.80	\$259,064.00
		Intermediate Architect	Staff Position		Mark Cavagnero Assoc	1,880	\$42.00	\$78,960.00	2.6000	\$109.20	\$205,296.00
		Intermediate Architect	Staff Position		Mark Cavagnero Assoc	1,880	\$42.00	\$78,960.00	2.6000	\$109.20	\$205,296.00
		Intermediate Architect	Staff Position		Mark Cavagnero Assoc	1,760	\$42.00	\$73,920.00	2.6000	\$109.20	\$192,192.00
		Junior Architect	Staff Position		Mark Cavagnero Assoc	1,760	\$35.00	\$61,600.00	2.6000	\$91.00	\$160,160.00
		Junior Architect	Staff Position		Mark Cavagnero Assoc	1,760	\$35.00	\$61,600.00	2.6000	\$91.00	\$160,160.00
		Junior Architect	Staff Position		Mark Cavagnero Assoc	1,760	\$35.00	\$61,600.00	2.6000	\$91.00	\$160,160.00
		Y.A. studio									
		Principal	Yakuh	Askew	Y.A. studio	208	\$100.00	\$20,833	3.20	\$250.00	\$52,083.33
		Project Architect	Erik	Gerlach	Y.A. studio	833	\$60.00	\$50,000	3.20	\$192.00	\$160,000.00
		Associate	Karin	Chen	Y.A. studio	1,600	\$47.50	\$77,250	3.20	\$152.00	\$228,000.00
		Senior Designer	Gina	Buglada	Y.A. studio	1,600	\$42.50	\$68,000	3.20	\$136.00	\$204,000.00
		Designer	Maria	Carriero	Y.A. studio	1,600	\$37.50	\$60,000	3.20	\$120.00	\$180,000.00
		Designer	Sherry	Fang	Y.A. studio	1,600	\$38.50	\$61,600	3.20	\$123.20	\$184,800.00
		Interior Designer	Leslie	Laskin-Reese	Y.A. studio	417	\$55.00	\$22,917	3.20	\$176.00	\$73,333.33
		Interior Designer	Jonathan	Ting	Y.A. studio	750	\$33.50	\$25,125	3.20	\$107.20	\$80,400.00
		BKF									
		Principal in Charge	Scott	Schork	BKF	36	\$78.40	\$2,822.40	3.1887	\$249.99	\$8,999.79
		Principal/Civil Project Manager	Simon	North	BKF	131	\$78.40	\$10,270.40	3.1887	\$249.99	\$32,749.22
		Associate	Mike	O'Connell	BKF	259	\$77.92	\$20,181.28	3.1887	\$248.46	\$64,352.05
		Project Manager/Civil Design	Janine	Watson	BKF	364	\$62.00	\$22,568.00	3.1887	\$197.70	\$71,962.58
		Project Manager/Water Resources	Eric	Moreno	BKF	157	\$65.50	\$10,283.50	3.1887	\$208.86	\$32,791.00
		Senior Project Engineer	Michael	Coughlin	BKF	659	\$58.50	\$38,551.50	3.1887	\$186.54	\$122,929.17
		Project Engineer	Shante	Stowell	BKF	764	\$52.00	\$39,728.00	3.1887	\$165.81	\$126,680.67
		Design Engineer	Alexandrea	Ramiro	BKF	680	\$37.00	\$25,160.00	3.1887	\$117.98	\$80,227.69
		Giacalone Design Services									
		Senior PM	Dave	Crowfoot	Giacalone Design	35	\$62.50	\$2,187.50	3.2000	\$200.00	\$7,000.00
		PM	Arnold	Saenz	Giacalone Design	130	\$62.50	\$8,125.00	3.2000	\$200.00	\$26,000.00
		Drafter	Mark	Baker	Giacalone Design	264	\$29.69	\$7,837.50	3.2000	\$95.00	\$25,080.00
		Stantec-MEP									
		Principal	Maung	Winn	Stantec	96	\$79.83	\$7,663.68	2.8959	\$231.18	\$22,193.25
		Senior Mechanical Engineer	Gladys	Yang	Stantec	124	\$64.77	\$8,031.48	2.8959	\$187.57	\$23,258.36
		Mechanical Engineer	Vinh	Phan	Stantec	472	\$47.96	\$22,637.12	2.8959	\$138.89	\$65,554.84
		Senior Plumbing Engineer	Frnaklin	Lopez	Stantec	76	\$53.68	\$4,079.68	2.8959	\$155.45	\$11,814.35
		Plumbing Designer	Carlos	Iskander	Stantec	346	\$40.40	\$13,978.40	2.8959	\$116.99	\$40,480.05
		Energy Modeling	Xing	Chen	Stantec	208	\$51.64	\$10,741.12	2.8959	\$149.54	\$31,105.21
		Lead Electrical Engineer	Paul	Ericson	Stantec	96	\$86.32	\$8,286.72	2.8959	\$249.97	\$23,997.51
		Senior Electrical Engineer	Daniel	Castro	Stantec	112	\$81.74	\$9,154.88	2.8959	\$236.71	\$26,511.82
		Electrical Designer	Claire	Liu	Stantec	540	\$49.04	\$26,481.60	2.8959	\$142.01	\$76,688.07
		Senior Lighting Designer (Power&T24)	Barth	Ballard	Stantec	296	\$47.26	\$13,989.96	2.8959	\$136.86	\$40,510.63
		Administrative Support	Peter	Adams	Stantec	96	\$34.79	\$3,339.84	2.8959	\$100.75	\$9,671.84
		Stantec-Industrial									
		Industrial Engineering/Architecture	Patrick	McKelvey	Stantec	20	\$86.32	\$1,726.40	2.8959	\$249.97	\$4,999.48
		Industrial Engineering/Architecture	Jessica	Cooper	Stantec	120	\$47.67	\$5,720.40	2.8959	\$138.05	\$16,565.71
		Industrial Engineering/Architecture	Jared	Weismantel	Stantec	320	\$60.62	\$19,398.40	2.8959	\$175.55	\$56,175.83
		Industrial Engineering/Arch BIM	Staff Position		Stantec	1,280	\$40.00	\$51,200.00	2.8959	\$115.84	\$148,270.08
		Interior Design	Heidi	Dunn	Stantec	48	\$49.63	\$2,382.24	2.8959	\$143.72	\$6,898.73
		Interior Design BIM	Staff Position		Stantec	260	\$40.00	\$10,400.00	2.8959	\$115.84	\$30,117.36
		Stantec - Fuel Station/Systems									
		Fuel System EOR	Ronald	Laurence	Stantec	60	\$79.70	\$4,782.00	2.8959	\$230.80	\$13,848.19
		Lead Fuel System Designer	Jeffrey	Wilson	Stantec	120	\$62.20	\$7,464.00	2.8959	\$180.12	\$21,615.00
		Senior Fuel System Engineer	Neil	MacAloney	Stantec	160	\$54.67	\$8,747.20	2.8959	\$159.32	\$25,331.02
		Fuel System Engineer	Nate	Devoe	Stantec	240	\$33.17	\$7,960.80	2.8959	\$96.06	\$23,053.68
		SJ Engineers - Plumbing									
		Principal	Neil	Joson	SJ Engineers	440	\$83.00	\$36,520.00	2.7800	\$230.74	\$101,526.60
		Project Engineer	Kevin	Takeda	SJ Engineers	770	\$55.00	\$42,350.00	2.7800	\$152.90	\$117,733.00
		CAD	Bonifacio	Del Rosario	SJ Engineers	730	\$35.00	\$25,550.00	2.7800	\$97.30	\$71,029.00
		SJ Engineers - Fire Protection									
		Principal	Neil	Joson	SJ Engineers	800	\$83.00	\$66,400.00	2.7800	\$230.74	\$184,592.00
		Project Engineer	Robert	Yamauchi	SJ Engineers	1,300	\$55.00	\$71,500.00	2.7800	\$152.90	\$198,770.00
		CAD	Bonifacio	Del Rosario	SJ Engineers	1,180	\$35.00	\$41,300.00	2.7800	\$97.30	\$114,814.00
		Miyamoto International, Inc.									
		Principal	Josh	Reynolds	Miyamoto International	123	\$75.70	\$9,311.10	3.1800	\$240.73	\$29,609.30
		Project Manager	Sean	Fraser	Miyamoto International	366	\$66.95	\$24,503.70	3.1800	\$212.90	\$77,921.77
		Sector Lead	Ken	Wong	Miyamoto International	123	\$78.62	\$9,669.89	3.1800	\$250.00	\$30,750.25
		Project Engineer	Jake	Gruber	Miyamoto International	609	\$46.30	\$28,196.70	3.1800	\$147.23	\$89,665.51
		Project Engineer	Robert	Luemers	Miyamoto International	609	\$46.30	\$28,196.70	3.1800	\$147.23	\$89,665.51
		Designer/Senior Designer	Amber	Elliott	Miyamoto International	304	\$34.34	\$10,439.36	3.1800	\$109.20	\$33,197.16
		Designer/Senior Designer	Michael	Vincent	Miyamoto International	304	\$37.12	\$11,284.48	3.1800	\$118.04	\$36,884.65
		HRA Engineers									
		Principal/Project Manager	Hamid	Arbabaraghi	HRA Consulting Engineers	764	\$85.00	\$64,940.00	2.9150	\$247.78	\$189,300.10
		Revit/AutoCad	Louis	Harrison	HRA Consulting Engineers	278	\$52.00	\$14,456.00	2.9150	\$151.58	\$42,139.24
		Revit/AutoCad	Nina	Arbabaraghi	HRA Consulting Engineers	764	\$45.00	\$34,380.00	2.9150	\$131.18	\$100,217.70
		Salter - Acoustics									

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Sr. VP - Project Manager	Tom	Schindler	Salter	75	\$78.13	\$5,859.38	3.2000	\$250.00	\$18,750.00
		VP - Acoustics Discipline Lead	Jason	Duty	Salter	150	\$62.50	\$9,375.00	3.2000	\$200.00	\$30,000.00
		Consultant - Acoustics Consultant	Skyler	Carricot	Salter	270	\$34.38	\$9,281.25	3.2000	\$110.00	\$29,700.00
		Salter - AV									
		Sr. VP - Project Manager	Tom	Schindler	Salter	30	\$78.13	\$2,343.75	3.2000	\$250.00	\$7,500.00
		VP - Acoustics Discipline Lead	Davis	Keith	Salter	90	\$62.50	\$5,625.00	3.2000	\$200.00	\$18,000.00
		Consultant - Acoustics Consultant	Skyler	Ng	Salter	240	\$34.38	\$8,250.00	3.2000	\$110.00	\$26,400.00
		Syska Hennessey									
		PIC	John	Moran	Syska Hennessey	40	\$83.33	\$3,333.20	3.0000	\$249.99	\$9,999.60
		PM	Mike	Garceau	Syska Hennessey	60	\$62.35	\$3,741.00	3.0000	\$187.05	\$11,223.00
		QA/QC	Michelle	Baratta	Syska Hennessey	24	\$70.66	\$1,695.84	3.0000	\$211.98	\$5,087.52
		Stok									
		Sustainability Lead	Michael	Hummel	Stok, LLC	240	\$70.91	\$17,018	2.4	\$170.18	\$40,844
		Sustainability Coordinator	Kristen	Hershowitz	Stok, LLC	300	\$50.96	\$15,288	2.4	\$122.30	\$36,691
		Commissioning Lead	Jason	Breede	Stok, LLC	300	\$80.28	\$24,084	2.4	\$192.67	\$57,802
		Commissioning Coordinator	Wenhan	Qiu	Stok, LLC	200	\$63.94	\$12,788	2.4	\$153.46	\$30,691
		Banks Landli (Hiram Banks)									
		Principal	Matt	Landl	Banks Landli	100	\$72.11	\$7,211.00	3.0000	\$216.33	\$21,633.00
		Design Director	Tobias	Holden	Banks Landli	125	\$50.48	\$6,310.00	3.0000	\$151.44	\$18,930.00
		Senior Designer	Rudy	Rodriguez	Banks Landli	350	\$45.67	\$15,984.50	3.0000	\$137.01	\$47,953.50
		Senior Designer	Austin	Anderson	Banks Landli	200	\$45.67	\$9,134.00	3.0000	\$137.01	\$27,402.00
		Designer	Tan	Mekathikom	Banks Landli	300	\$40.86	\$12,258.00	3.0000	\$122.58	\$36,774.00
		Designer	Zulieka	Yan	Banks Landli	200	\$40.86	\$8,172.00	3.0000	\$122.58	\$24,516.00
		Junior Designer	Chelsie	Cocjin	Banks Landli	500	\$33.65	\$16,825.00	3.0000	\$100.95	\$50,475.00
		Watry Design									
		Principal	Michelle	Wendler	Watry Design, Inc	25	\$78.12	\$1,953.00	3.2000	\$249.98	\$6,249.60
		Senior Project Manager	Taylor	Kim	Watry Design, Inc	300	\$56.37	\$16,911.00	3.2000	\$180.38	\$54,115.20
		Senior Project Manager	Anita	Gupta	Watry Design, Inc	250	\$58.33	\$14,582.50	3.2000	\$186.66	\$46,664.00
		Assistant Project Manager	Mansoureh	Aslany	Watry Design, Inc	300	\$42.40	\$12,720.00	3.2000	\$135.68	\$40,704.00
		Assistant Project Engineer	Chris	Maulino	Watry Design, Inc	300	\$46.82	\$14,046.00	3.2000	\$149.82	\$44,947.20
		Senior Project Architect	Hannah	Moyer	Watry Design, Inc	300	\$55.64	\$16,692.00	3.2000	\$178.05	\$53,414.40
		Senior Job Captain	Edson	Ty	Watry Design, Inc	400	\$44.85	\$17,940.00	3.2000	\$143.52	\$57,408.00
		Senior Designer [A]	Meghana	Prabhune	Watry Design, Inc	250	\$32.00	\$8,000.00	3.2000	\$102.40	\$25,600.00
		Senior Designer [E]	Kevin	Phan	Watry Design, Inc	250	\$31.00	\$7,750.00	3.2000	\$99.20	\$24,800.00
		Senior Designer [P]	Robyn	Woodard	Watry Design, Inc	200	\$32.00	\$6,400.00	3.2000	\$102.40	\$20,480.00
		Senior Designer [A]	Will	Cheung	Watry Design, Inc	220	\$31.50	\$6,930.00	3.2000	\$100.80	\$22,176.00
		Staff Designer [E]	Jose	Ramirez	Watry Design, Inc	200	\$30.50	\$6,100.00	3.2000	\$97.60	\$19,520.00
		Clearstory									
		Principal/President	Julie	Vogel	Clearstory Inc.	100	\$79.00	\$7,900.00	3.1600	\$249.64	\$24,964.00
		Project Manager	Justin	Lawrance	Clearstory Inc.	320	\$54.95	\$17,584.00	3.1600	\$173.64	\$55,565.44
		Senior Designer	Alan	Kreigel	Clearstory Inc.	340	\$36.06	\$12,260.40	3.1600	\$113.95	\$38,742.86
		Designer	Jane	Woywod	Clearstory Inc.	340	\$29.35	\$9,979.00	3.1600	\$92.75	\$31,533.64
		Junior Designer	Minh Thao	Vo	Clearstory Inc.	380	\$25.50	\$9,690.00	3.1600	\$80.58	\$30,620.40
		Design Assistant	Staff Position		Clearstory Inc.	96	\$24.00	\$2,304.00	3.1600	\$75.84	\$7,280.64
		RDH									
		Senior Specialist, Project Principal	Joe	Pinon	RDH Building Science	40	\$83.33	\$3,333.20	3.0000	\$249.99	\$9,999.60
		Senior Project Manager, Project Manager	Felix	Weber	RDH Building Science	65	\$75.00	\$4,875.00	3.0000	\$225.00	\$14,512.50
		Building Science Consultant, Field Engineer	John	Ng	RDH Building Science	88	\$58.33	\$5,133.04	3.0000	\$174.99	\$15,399.12
		Stantec - FF&E									
		Interiors Project Manager - FF&E	Wendy	Weiskopf	Stantec	108	\$54.25	\$5,859.00	2.8959	\$157.10	\$16,967.08
		Interiors Junior Staff - FF&E	Emily	Thomas	Stantec	320	\$27.17	\$8,694.40	2.8959	\$78.68	\$25,178.11
		Reax Consulting									
		Principal	Armin	Wolski	Reax	65	\$107.00	\$6,955.00	2.1000	\$224.70	\$14,605.50
		Project Manager	Ronne	Thomas	Reax	80	\$81.00	\$6,480.00	2.1000	\$170.10	\$13,608.00
		Project Designer	Jeff	Gonzales	Reax	120	\$62.00	\$7,440.00	2.1000	\$130.20	\$15,624.00
		Emily Borland Specifications									
		Principal Specifier	Emily	Borland	Emily Borland Specs	95	\$111.60	\$10,602.00	2.2400	\$249.98	\$23,748.48
		Associate Specifier	Maureen	Behrendt	Emily Borland Specs	50	\$100.00	\$5,000.00	2.2400	\$224.00	\$11,200.00
		Associate Specifier	Hector	Rubio	Emily Borland Specs	50	\$100.00	\$5,000.00	2.2400	\$224.00	\$11,200.00
		TASK 2 TOTAL				53,807	-	\$2,633,586.29	-	-	\$7,542,731.96
		Mark Cavagnero Associates									
		Senior Principal	Mark	Cavagnero	Mark Cavagnero Assoc	260	\$96.15	\$24,999.00	2.8000	\$249.99	\$64,997.40
		Project Director	Felicia	Dunham	Mark Cavagnero Assoc	1,680	\$65.00	\$109,200.00	2.8000	\$169.00	\$283,920.00
		Project Architect	Ellen	Leuenberger	Mark Cavagnero Assoc	5,712	\$53.00	\$302,736.00	2.8000	\$137.80	\$787,113.60
		Senior Architect	Staff Position		Mark Cavagnero Assoc	5,712	\$53.00	\$302,736.00	2.8000	\$137.80	\$787,113.60
		Intermediate Architect	Staff Position		Mark Cavagnero Assoc	5,632	\$42.00	\$236,544.00	2.8000	\$109.20	\$615,014.40
		Y.A. studio									
		Project Architect	Erik	Gerlach	Y.A. studio	2,000	\$60.00	\$120,000	3.20	\$192.00	\$384,000.00
		Designer	Maria	Carriero	Y.A. studio	3,600	\$37.50	\$135,000	3.20	\$120.00	\$432,000.00
		BKF									
		Principal in Charge	Scott	Schork	BKF	6	\$78.40	\$470.40	3.1887	\$249.99	\$1,499.96
		Principal/Civil Project Manager	Simon	North	BKF	17	\$78.40	\$1,332.80	3.1887	\$249.99	\$4,249.90
		Associate	Mike	O'Connell	BKF	37	\$77.92	\$2,883.04	3.1887	\$248.46	\$9,193.15

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Project Manager/Civil Design	Janine	Watson	BKF	107	\$62.00	\$6,634.00	3.1887	\$197.70	\$21,153.84
		Project Manager/Water Resources	Eric	Moreno	BKF	69	\$65.50	\$4,519.50	3.1887	\$208.86	\$14,411.33
		Senior Project Engineer	Michael	Coughlin	BKF	306	\$58.50	\$17,901.00	3.1887	\$186.54	\$57,080.92
		Project Engineer	Shante	Stowell	BKF	192	\$52.00	\$9,984.00	3.1887	\$165.81	\$31,835.88
		Design Engineer	Alexandrea	Ramiro	BKF	120	\$37.00	\$4,440.00	3.1887	\$117.98	\$14,157.83
		Giacalone Design Services									
		PM	Arnold	Saenz	Giacalone Design	40	\$62.50	\$2,500.00	3.2000	\$200.00	\$8,000.00
		Stantec -MEP									
		Senior Mechanical Engineer	Gladys	Yang	Stantec	42	\$64.77	\$2,720.34	2.8959	\$187.57	\$7,877.83
		Mechanical Engineer	Vinh	Phan	Stantec	286	\$47.96	\$13,716.56	2.8959	\$138.89	\$39,721.79
		Senior Plumbing Engineer	Franklin	Lopez	Stantec	28	\$53.68	\$1,503.04	2.8959	\$155.45	\$4,352.65
		Plumbing Designer	Carlos	Iskander	Stantec	214	\$40.40	\$8,645.60	2.8959	\$116.99	\$25,036.79
		Lead Electrical Engineer	Paul	Ericson	Stantec	40	\$86.32	\$3,452.80	2.8959	\$249.97	\$9,998.96
		Electrical Designer	Claire	Liu	Stantec	280	\$49.04	\$13,731.20	2.8959	\$142.01	\$39,764.18
		Senior Lighting Designer	Barth	Ballard	Stantec	180	\$47.26	\$8,506.80	2.8959	\$136.86	\$24,634.84
		Administrative Support	Peter	Adams	Stantec	80	\$34.79	\$2,783.20	2.8959	\$100.75	\$8,059.87
		Stantec -Industrial									
		Industrial Engineering/Architecture	Patrick	McKelvey	Stantec	8	\$86.32	\$690.56	2.8959	\$249.97	\$1,999.79
		Industrial Engineering/Architecture	Jessica	Cooper	Stantec	80	\$47.67	\$3,813.60	2.8959	\$138.05	\$11,043.80
		Industrial Engineering/Architecture	Jared	Weismantel	Stantec	80	\$60.62	\$4,849.60	2.8959	\$175.55	\$14,043.96
		Industrial Engineering/Arch BIM	Staff Position		Stantec	320	\$40.00	\$12,800.00	2.8959	\$115.84	\$37,067.52
		Interior Design	Heidi	Dunn	Stantec	40	\$49.63	\$1,985.20	2.8959	\$143.72	\$5,748.94
		Interior Design BIM	Staff Position		Stantec	160	\$40.00	\$6,400.00	2.8959	\$115.84	\$18,533.76
		Stantec -Fuel Station/Systems									
		Fuel System EOR	Ronald	Laurence	Stantec	40	\$79.70	\$3,188.00	2.8959	\$230.80	\$9,232.13
		Lead Fuel System Designer	Jeffrey	Wilson	Stantec	60	\$62.20	\$3,732.00	2.8959	\$180.12	\$10,807.50
		Senior Fuel System Engineer	Neil	MacAloney	Stantec	72	\$54.67	\$3,936.24	2.8959	\$158.32	\$11,398.96
		Fuel System Engineer	Nate	Devoe	Stantec	192	\$33.17	\$6,368.64	2.8959	\$96.06	\$18,442.94
		SJ Engineers - Plumbing									
		Principal	Neil	Joson	SJ Engineers	80	\$83.00	\$6,640.00	2.7800	\$230.74	\$18,459.20
		Project Engineer	Kevin	Takeda	SJ Engineers	300	\$55.00	\$16,500.00	2.7800	\$152.90	\$45,870.00
		CAD	Bonifacio	Del Rosario	SJ Engineers	80	\$35.00	\$2,800.00	2.7800	\$97.30	\$7,784.00
		SJ Engineers - Fire Protection									
		Principal	Neil	Joson	SJ Engineers	200	\$83.00	\$16,600.00	2.7800	\$230.74	\$46,148.00
		Project Engineer	Robert	Yamauchi	SJ Engineers	1,200	\$55.00	\$66,000.00	2.7800	\$152.90	\$183,480.00
		CAD	Bonifacio	Del Rosario	SJ Engineers	200	\$35.00	\$7,000.00	2.7800	\$97.30	\$19,460.00
		Miyamoto International, Inc.									
		Principal - QA/QC	Josh	Reynolds	Miyamoto International	105	\$75.70	\$7,948.50	3.1800	\$240.73	\$25,276.23
		Project Manager	Sean	Fraser	Miyamoto International	316	\$66.95	\$21,156.20	3.1800	\$212.90	\$67,276.72
		Principal in Charge	Ken	Wong	Miyamoto International	105	\$78.62	\$8,254.79	3.1800	\$250.00	\$26,250.22
		Project Engineer	Jake	Gruber	Miyamoto International	625	\$46.30	\$24,307.50	3.1800	\$147.23	\$77,297.85
		Project Engineer	Robert	Luemers	Miyamoto International	625	\$46.30	\$24,307.50	3.1800	\$147.23	\$77,297.85
		Designer/Senior Designer	Amber	Elliott	Miyamoto International	262	\$34.34	\$8,997.08	3.1800	\$109.20	\$28,610.71
		Designer/Senior Designer	Michael	Vincent	Miyamoto International	262	\$37.12	\$9,725.44	3.1800	\$118.04	\$30,926.90
		HRA Engineers									
		Principal/Project Manager	Hamid	Arbabaraghi	HRA Consulting Engineers	668	\$85.00	\$56,780.00	2.9150	\$247.78	\$165,513.70
		Revit/AutoCad	Louis	Harrison	HRA Consulting Engineers	124	\$52.00	\$6,448.00	2.9150	\$151.58	\$18,795.92
		Revit/AutoCad	Nina	Arbabaraghi	HRA Consulting Engineers	500	\$45.00	\$22,500.00	2.9150	\$131.18	\$65,587.50
		Salter - Acoustics									
		Sr. VP - Project Manager	Tom	Schindler	Salter	20	\$78.13	\$1,562.50	3.2000	\$250.00	\$5,000.00
		VP - Acoustics Discipline Lead	Jason	Duty	Salter	70	\$62.50	\$4,375.00	3.2000	\$200.00	\$14,000.00
		Consultant - Acoustics Consultant	Skyler	Carricot	Salter	90	\$34.38	\$3,093.75	3.2000	\$110.00	\$9,900.00
		Salter - AV									
		Sr. VP - Project Manager	Tom	Schindler	Salter	15	\$78.13	\$1,171.88	3.2000	\$250.00	\$3,750.00
		VP - Acoustics Discipline Lead	Davis	Keith	Salter	50	\$62.50	\$3,125.00	3.2000	\$200.00	\$10,000.00
		Consultant - Acoustics Consultant	Skyler	Ng	Salter	50	\$34.38	\$1,718.75	3.2000	\$110.00	\$5,500.00
		Syska Hennessey									
		PIC	John	Moran	Syska Hennessey	24	\$83.33	\$1,999.92	3.0000	\$249.99	\$5,999.76
		PM	Mike	Garceau	Syska Hennessey	56	\$62.35	\$3,491.60	3.0000	\$187.05	\$10,474.80
		QA/QC	Michelle	Baratta	Syska Hennessey	20	\$70.66	\$1,413.20	3.0000	\$211.98	\$4,239.60
		Stok									
		Sustainability Lead	Michael	Hummel	Stok, LLC	440	\$70.91	\$31,200.40	2.4	\$170.18	\$74,881.00
		Sustainability Coordinator	Kristen	Hershowitz	Stok, LLC	250	\$50.86	\$12,740.00	2.4	\$122.30	\$30,576.00
		Commissioning Lead	Jason	Breede	Stok, LLC	800	\$80.28	\$64,224.00	2.4	\$192.67	\$154,138.00
		Commissioning Coordinator	Wenhan	Qiu	Stok, LLC	600	\$63.94	\$38,364.00	2.4	\$153.46	\$92,074.00
		Banks LandII (Hiram Banks)									
		Principal	Matt	Landl	Banks Landl	50	\$72.11	\$3,605.50	3.0000	\$216.33	\$10,816.50
		Design Director	Tobias	Holden	Banks Landl	75	\$50.48	\$3,786.00	3.0000	\$151.44	\$11,358.00
		Senior Designer	Rudy	Rodriguez	Banks Landl	250	\$45.67	\$11,417.50	3.0000	\$137.01	\$34,252.50
		Senior Designer	Austin	Anderson	Banks Landl	100	\$45.67	\$4,567.00	3.0000	\$137.01	\$13,701.00
		Designer	Tan	Mekathikom	Banks Landl	250	\$40.86	\$10,215.00	3.0000	\$122.58	\$30,645.00

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person		Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]	
[A]	[B]	[C]	[D] First Name, Last Name		[E]	[F]	[G]	[H]	[I]	[J]	[K]	
		Designer	Zulieka	Yan	Banks Landl	100	\$40.86	\$4,086.00	3.0000	\$122.58	\$12,258.00	
		Junior Designer	Chelsie	Cocjin	Banks Landl	150	\$33.65	\$5,047.50	3.0000	\$100.95	\$15,142.50	
		Watry Design										
		Principal	Michelle	Wendler	Watry Design, Inc	10	\$78.12	\$781.20	3.2000	\$249.98	\$2,499.84	
		Senior Project Manager	Taylor	Kim	Watry Design, Inc	200	\$56.37	\$11,274.00	3.2000	\$180.38	\$36,076.80	
		Senior Project Manager	Anita	Gupta	Watry Design, Inc	200	\$58.33	\$11,666.00	3.2000	\$186.66	\$37,331.20	
		Assistant Project Manager	Mansoureh	Aslany	Watry Design, Inc	450	\$42.40	\$19,080.00	3.2000	\$135.68	\$61,056.00	
		Assistant Project Engineer	Chris	Maulino	Watry Design, Inc	400	\$46.82	\$18,728.00	3.2000	\$149.82	\$59,929.60	
		Senior Project Architect	Hannah	Moyer	Watry Design, Inc	150	\$55.64	\$8,346.00	3.2000	\$178.05	\$26,707.20	
		Senior Job Captain	Edson	Ty	Watry Design, Inc	160	\$44.85	\$7,176.00	3.2000	\$143.52	\$22,963.20	
		Senior Designer [A]	Meghana	Prabhune	Watry Design, Inc	0	\$32.00	\$0.00	3.2000	\$102.40	\$0.00	
		Senior Designer [E]	Kevin	Phan	Watry Design, Inc	300	\$31.00	\$9,300.00	3.2000	\$99.20	\$29,760.00	
		Senior Designer [A]	Will	Cheung	Watry Design, Inc	100	\$31.50	\$3,150.00	3.2000	\$100.80	\$10,080.00	
		Clearstory										
		Principal/President	Julie	Vogel	Clearstory Inc.	96	\$79.00	\$7,584.00	3.1600	\$249.64	\$23,965.44	
		Project Manager	Justin	Lawrance	Clearstory Inc.	310	\$54.95	\$17,034.50	3.1600	\$173.64	\$53,829.02	
		Senior Designer	Alan	Kreigel	Clearstory Inc.	420	\$36.06	\$15,145.20	3.1600	\$113.95	\$47,858.83	
		Designer	Jane	Woywod	Clearstory Inc.	360	\$29.35	\$10,566.00	3.1600	\$92.75	\$33,388.56	
		Junior Designer	Minh Thao	Vo	Clearstory Inc.	280	\$25.50	\$7,140.00	3.1600	\$80.58	\$22,562.40	
		Design Assistant			Clearstory Inc.	100	\$24.00	\$2,400.00	3.1600	\$75.84	\$7,584.00	
		RDH										
		Senior Specialist, Project Principal	Joe	Pinon	RDH Building Science	100	\$83.33	\$8,333.00	3.0000	\$249.99	\$24,999.00	
		Senior Project Manager, Project Manager	Felix	Weber	RDH Building Science	200	\$75.00	\$15,000.00	3.0000	\$225.00	\$45,000.00	
		Building Science Consultant, Field Engineer	John	Ng	RDH Building Science	314	\$58.33	\$18,330.20	3.0000	\$174.99	\$54,990.61	
		Stantec - FF&E										
		Interiors Project Manager - FF&E	Wendy	Weiskopf	Stantec	24	\$54.25	\$1,302.00	2.8959	\$157.10	\$3,770.46	
		Interiors Junior Staff - FF&E	Emily	Thomas	Stantec	40	\$27.17	\$1,086.80	2.8959	\$78.68	\$3,147.26	
		Reax Consulting										
		Principal	Armin	Wolski	Reax	20	\$107.00	\$2,140.00	2.1000	\$224.70	\$4,494.00	
		Project Manager	Ronne	Thomas	Reax	25	\$81.00	\$2,025.00	2.1000	\$170.10	\$4,252.50	
		Project Designer	Jeff	Gonzales	Reax	30	\$62.00	\$1,860.00	2.1000	\$130.20	\$3,906.00	
		Emily Borland Specifications										
		Principal Specifier	Emily	Borland	Emily Borland Specs	25	\$111.80	\$2,790.00	2.2400	\$249.98	\$6,249.60	
		Associate Specifier	Maureen	Behrendt	Emily Borland Specs	15	\$100.00	\$1,500.00	2.2400	\$224.00	\$3,360.00	
		TASK 3 TOTAL					40,933	-	\$2,105,610.52	-	-	\$5,896,010.27
		PROJECT TOTAL					132,626	-	\$6,712,975.60	-	-	\$19,037,562.20

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D] First Name, Last Name	[E]	[F]	[G]	[H]	[I]	[J]	[K]

Other Direct Costs (ODCs)

	Description	Cost
1	Travel expenses outside Bay Area (example only)	\$20,000
2	Travel expenses Outside Bay Area (Hotel/Per Diem)	\$10,000
3	Travel expenses within Bay Area - Not Permitted	\$0
4	Reprographics Requested by PUC and Required for Permits	\$131,850
5	Permits (e.g. hydrant pressure flow test, not including Site/Building Permits or Planning)	\$5,450
6	Insurance Required to Increase coverage to Meet Project Requirements	\$250,000
7	Courrier Service When Requested by PUC	\$20,000
8	Acoustical Instrumentation Use Charges	\$2,000
9		
10		
	TOTAL OTHER DIRECT COSTS	\$439,300

Effective Overhead and Profit Rate (EOPR, or Effective Project Multiplier) **2.84**

(= Total Actual Labor Cost / Total Base Labor Cost)

Maximum Allowable Effective Project Multiplier = 3.20

TOTAL PROJECT COST BREAKDOWN

Total Actual Labor Cost: \$19,037,562.20

Total Other Direct Costs (ODCs): \$439,300.00

Markup on Subconsultant Labor Cost: \$630,348.51

(Maximum Allowable: 5% of subconsultant labor costs)

TOTAL PROJECT COST (NOT TO EXCEED \$27,800,000) \$20,107,210.71

FEE SCHEDULE INSTRUCTIONS:

The Consultant shall complete the Fee Schedule so that the Actual Labor Costs provided for tasks with specified allowances are consistent with these allowances.

Column A - Task No.: Use the task numbers provided.

Column B - Task Summary: Provide the task name and provide very brief description of the task

Column C - Staff Classification: Provide classification name/title for individuals proposed for this project. Add lines as needed.

Column D - Name of Proposed Staff Person: Provide name of individuals proposed for this project.

Column E - Firm Name: Provide name of consulting firm for each individuals proposed for this project.

Column F - Estimated No. of Hours: Provide an estimated number of hours that each individual is expected to spend on project tasks.

Column G - Base Hourly Rate: Provide individuals' actual hourly salary. These salaries must be verifiable by certified payroll records if required by SFPUC.

Column H - Base Labor Cost: Calculate the Base Labor Cost by multiplying Column F (Estimated No. of Hours) by Column G (Base Hourly Rate)

Column I - Firm Multiplier: Provide firm overhead and profit rate (one per firm).

Column J - Billing Rate: Provide actual billing rate for each individual by multiplying Column I (Firm Multiplier) by Column G (Base Hourly Rate). Maximum billing rate allowed is \$250/hour. Consultants will only be allowed to escalate billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area.

Column K - Actual Labor Cost: Calculate the Actual Labor Cost by multiplying Column F (Estimated No. of Hours) by Column J (Billing Rate)

Other Direct Costs (ODCs) - Provide a subtotal for each ODC category listed, if applicable. Add additional categories if not listed.

Request for Proposals:

**New CDD Campus at 2000 Marin Design
Services (Rebid of PUC.PRO.0198)**

Agreement No. PUC.PRO.0232

9/17/2021



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

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or “Department”), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer¹ to provide architectural, engineering, and consulting services to design new facilities for the Water Enterprise's City Distribution Division (“CDD”) at 2000 Marin Street, San Francisco,. A Proposer upon entering into an agreement to perform the services described herein is referred to herein as a Consultant. The Consultant(s) may also be called upon to provide other related services during the term of the Professional Services Agreement (“Agreement”).

The Consultant will be responsible for the design of all buildings and site improvements, except landscaping. In preparation of the final design and documentation, the Consultant will collaborate with and make recommendations to the City's Project Manager as to the design direction that best satisfies the programmatic needs (scope), schedule and quality parameters of the City. The Consultant will progress their team’s efforts towards the accepted design direction satisfactory to the City, assist with facilitating the public approval process through Civic Design Review, achieve coordination among disciplines, meet schedules and budget targets, and serve as the responsible Architect of Record for all pertinent permit issuing agencies.

The Consultant shall manage all engineering and specialty subconsultants, will be required to review and coordinate all design efforts toward a complete, efficient, functional, and operational facility appropriate to the purpose and needs of the City services that will reside in the facility.

The City intends to hire a Construction Manager/General Contractor (CM/GC) to advise and assist the project team in the definition of the project, as well as to manage construction of the project. At a minimum, this will include Consultant receiving design input from the CM/GC relative to the current construction costs, constructability, value engineering, and schedule considerations. The City also intends for the CM/GC to hire design-build trade subcontractors to potentially design some of the building systems.

The SFPUC is committed to exemplary and highly functional civic buildings, and seeks responses from firms with proven track record of successful performance in the following areas: Architecture, Civil Engineering, Industrial Engineering, Mechanical and Plumbing Engineering,

¹ “Proposer” refers to any entity responding to this Request for Proposals (RFP).

Electrical Engineering, Fire Sprinkler Systems, Structural Engineering, Acoustical Engineering, Parking, Elevator Systems, Waterproofing Systems, Communications Systems (Low Voltage, Security, Audiovisual), Lighting Design, Furniture, Fixtures & Equipment (FF&E), Signage Design, Leadership in Energy and Environmental Design (LEED) and Commissioning.

The anticipated total not-to-exceed amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

Agreement Amount: \$27,800,000.00

Agreement Duration: 5 Years

Estimate of Work by Task and by Discipline

The following is an estimate by task of work expected in this project:

Schematic	10% (provided by the City)
Design Development	25%
Construction Documents, Permitting, Bid & Award	35%
Construction Administration	30%

The following is an estimate by work of discipline expected in this project for the Consultant and its subconsultants

<i>Architectural</i>	42%
<i>Civil Engineering</i>	5.5%
<i>Electrical Engineering</i>	2.6%
<i>Fire Engineering</i>	3.6%
<i>Industrial Engineering</i>	10%
<i>Mechanical/Plumbing Engineering</i>	5.5%
<i>Structural Engineering</i>	11%
<i>Acoustical Engineering</i>	1%
<i>Communications Consultant</i>	3%
<i>Elevator Consultant</i>	0.3%
<i>FF&E / Interior Design Consultant</i>	2.5%
<i>LEED & Commissioning Consultant</i>	3%
<i>Lighting Design Consultant</i>	2%
<i>Parking Consultant</i>	5%
<i>Signage Consultant</i>	2%
<i>Waterproofing Consultant</i>	1%

The Agreement amount is inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce, or extend Consultant services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total

of nine (9) years (or 108 months) and may increase the contract amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule's (OPS) billing rates provided by the Consultant as part of its proposal into the Agreement. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS, will be non-negotiable.

The SFPUC may post additional information relating to the RFP on the SFBid website after issuance of the RFP. Proposers are responsible for consulting the [SFBid website](#) regularly for these updates.

1.2 Tentative RFP Schedule

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

Advertisement of RFP	9/17/2021
Pre-Submittal Conference.....	9/22/2021
Deadline for Proposers to Submit Questions	9/24/2021
Deadline for Proposers to Submit Proposals.....	10/7/2021
Short-Listing and Notification for Oral Interviews.....	11/5/2021
Oral Interviews.....	11/30/2021
Posting of Highest-Ranked Proposer	12/6/2021
Public Utilities Commission Authorization to Execute Agreement	1/11/2022
Board of Supervisor's Approval	2/8/2022
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	2/9/2022
Notice of Award of Agreement.....	2/14/2022

1.3 Pre-Submittal Conference and Site Visit

Pre-submittal conference information:

Time: 2:30 PM

Date: 9/22/2021

Location: BlueJeans (see SFBid for details), CA

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

substantive information in response to questions raised at the pre-submittal conference, the SFPUC will be memorialize the information in a written addendum to this RFP.

The SFPUC highly recommends Prime Proposer’s attendance at the pre- submittal conference as one of the good faith steps under the City’s Administrative Code Chapter 14B “Good Faith Outreach” requirements.

1.4 Requests for Information and Addenda/Change Notices

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

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

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

1.5 Diversity in Contracting

This contracting opportunity is subject to compliance with the City’s Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. Thus, the agency strongly encourages proposals from Proposers that optimize the use of LBE, Small-LBE, Micro-LBE, and SF Small Business Administration (SBA)-certified firms. The SFPUC also seeks to further optimize the use of consultant teams that reflect the diversity of the City and County of San Francisco. As such, the SFPUC recommends that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and utilize teams that include a diverse mix of staff at all organizational levels.

Note that the SFPUC’s encouragement of diversity will not affect the evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in the Evaluation and Selection Criteria section of this RFP (Section 6).

1.6 Limitations on Communications

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

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

1.7 Conflicts of Interest

The City will require the Consultant to agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. The SFPUC advises Proposers to review [Section 12](#) of this RFP carefully before submitting a proposal.

2 Background

2.1 San Francisco Public Utilities Commission

The SFPUC is the City department that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations.

The mission of the SFPUC is to:

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

The SFPUC is comprised of three (3) separate enterprises and several divisions. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco's wholesale and retail customers. The Wastewater Enterprise is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The 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.

With regard to the SFPUC Divisions, External Affairs provides Communications and Outreach services, Business Services oversees all financial and accounting matters for the entire SFPUC, and Infrastructure delivers capital improvement programs.

2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, community benefits, and innovative technologies. Proposers must demonstrate an ability to comply with and advance the following policies:

A. Environmental Justice Policy

On October 13, 2009, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by Charter Section 8B, by Resolution 09-0170.

<https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064753&data=409929905>

B. Community Benefits Policy

On January 11, 2011, the SFPUC adopted a Community Benefits Policy, by Resolution No. 11-0008, that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community.

<https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064755&data=409930675>

2.3 SFPUC Infrastructure Division, Project Management Bureau

The Project will be implemented by the SFPUC Infrastructure Division, Project Management Bureau. The SFPUC Project Manager, under Project Management Bureau, has overall project responsibility and is accountable for project execution, including the project work scope, schedule, and budget. The PM is the SFPUC's representative and spokesperson for the project and is also responsible for overall project communication and coordination.

2.4 Water Enterprise, City Distribution Division (CDD)

The SFPUC Water Enterprise's **City Distribution Division (CDD)** oversees the retail water distribution system within the City and County of San Francisco. CDD is responsible for the physical infrastructure of San Francisco's potable, auxiliary water supply system, and groundwater systems. CDD's responsibilities include 24/7 emergency response to water main breaks and two-alarm or larger fires in addition to day-to-day operations and maintenance of over 1,250 miles of water main (ranging in size from 2-inch to 60-inch diameter pipes), twelve (12) reservoirs, nine (9) pump stations, seven (7) hydro-pneumatic stations, six(6) tanks, the water meter program serving over 176,000 customers, and maintaining CDD's physical plant, equipment and vehicles and over 1,100 acres of grounds throughout the city.

2.5 City Distribution Division Campus at 2000 Marin

The new CDD Campus at 2000 Marin Project will replace CDD's existing headquarters currently located at 1990 Newcomb Avenue. 2000 Marin, an approximately 8-acre property located off Evans Avenue with frontages on Marin Street and Cesar Chavez Street, provides an opportunity to build new facilities that will meet the needs of CDD for the next 50 years. The building program (detailed in Appendix L Background Documents) includes Administrative Offices, Warehouse, Industrial Shops, Parking Garage, Fueling Station, and Site Improvements.

PROJECT BACKGROUND

The current CDD headquarters, located at 1990 Newcomb Avenue, has served as the division's main facility within San Francisco for almost six (6) decades. Due to continuous growth of the City's population, new service demands, and aging infrastructure, there is an acute need for the development of a new headquarters to alleviate overcrowding, address code and safety issues, eliminate inefficiencies and accommodate the CDD's current and future operational needs.

The SFPUC's Vision for the new CDD Campus at 2000 Marin, includes the following goals:

1. Provide an increase in space required to meet current and future operating needs.
2. Provide code-compliant, safe, state-of-the art shops and warehouse facilities.
3. Ensure a secure campus with clear and safe vehicular and pedestrian circulation.
4. Promote a campus-wide sense of community with shared amenities and collaborative gathering space.
5. Provide a more efficient approach to indoor and outdoor storage and management of materials and equipment inventory.
6. Achieve parking density and efficiency required to accommodate current and future fleet and equipment inventories.
7. Achieve LEED sustainability building performance requirements, including but not limited to facilities that maximize energy efficiency.
8. Recognize need for good urban design and inclusion of public art.

The Programming and Conceptual Design phases were completed by City Design Staff to establish scope, budget definition, and secure environmental clearance. Their work product depicts a campus consisting of 400,000 gross square feet (GSF) to support 490 employees, parking structures with up to 600 parking spaces, a warehouse and industrial shop space for auto/paint, machine, fabrication, meter, landscaping, electrical and carpentry shops.

The SFPUC received approval of Conceptual Design from the Civic Design Review Commission (CDR Informal Review) in January 2021. City Design Staff is proceeding with work on Schematic Design and is expected to complete this phase in October and intend to seek Civic Design Review Phase 1 approval in November 2021.

The SFPUC intends to use the Construction Management/General Contractor (CM/GC) method of alternative project delivery, with design-build mechanical and plumbing, electrical, fire, and curtain wall systems core trades, for this project to integrate professional contractor counsel at the earliest opportunity to improve reliability of design, quality of documentation and accuracy of cost opinions, as well as to plan and organize the sequence of construction. The SFPUC expects the Consultant (including any and all subconsultants) to collaborate with the CM/GC Team for the CM/GC issuance of multiple trade bid packages for this project.

3 Scope of Services

3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services Consultant to provide architectural, engineering and specialty consultant design services for the design documentation and construction contract support for the new CDD campus facilities. The Consultant and its subconsultants will be required to rely upon the bridging documents prepared by City Staff for essential programmatic and schematic design. It is the City's interest to see firms who have a track record of successful performance in civic projects that strive to balance critical architecture with function and the evolving expectations for more sustainable and leading health and safety approaches to design.

The primary role of the Consultant will be to perform the following tasks, including but not limited to:

1. Design Development
2. Construction Documents
3. Construction Administration: Design support during construction for Request for Information (RFI), review of Submittals and Closeout.

The Consultant will be responsible for the quality of all design efforts. In preparation of the final design, the Consultant will work with, and advise, and make timely and researched recommendations to the City's Project Manager as to the design options that best satisfy the needs and scope, schedule and quality parameters of the City. The Consultant will implement the Design Criteria satisfactorily to the City; facilitate the public approval process through the Civic Design review; achieve coordination between disciplines, meet scheduled and budget performance, and serve as the responsible Architect of Record for all pertinent plan check review requirements.

The Consultant will hire all the following specialty subconsultants for the project and will be required to review and coordinate all design efforts toward a complete, efficient, functional, and operational facility within the targeted quality, cost model, and schedule goals of the Project.

For the entire project: Architecture, Structural, Civil Engineering, Industrial Engineering, Acoustical Engineering, and specialty subconsultants for Parking, Elevator Systems, Fire Sprinkler Systems, Waterproofing Systems, Communications Systems (Low Voltage, Security, Audiovisual), Lighting Design, Signage Design, LEED and Commissioning. **Landscape Architecture is excluded. It will be performed by the City.**

For all buildings, Electrical, Mechanical and Plumbing Engineering will be design build. Consultant will be responsible for completing bridging documents from schematic design.

The City intends to hire a Construction Manager/General Contractor (CM/GC) to advise and assist the project team in the definition of the project. At a minimum, this will include receiving design input from the CM/GC relative to the current construction costs, constructability, value engineering, and schedule considerations. The City also intends for the CM/GC to hire design-build trade subcontractors to potentially design some of the building systems.

3.2 Contract Term and Schedule

The Agreement will have a duration of 5 Years.

The SFPUC reserves the right to commence, close, reduce or extend Consultant's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional four (4) years, for a total of nine (9) years (or 108 months).

3.3 Detailed Description of Tasks

3.3.1 Tasks

The following is a detailed description of the tasks required to complete the assignment.

TASK 1 DESIGN DEVELOPMENT

- A. The Consultant shall provide, without limitation, the following tasks during Design Development, to refine and advance the approved Schematic Design for the Project, fully integrating all required design elements and systems to provide sufficient information to develop the Construction Documents for the Trade Bid Packages.
 1. Review and analysis of Schematic Design.
 2. Architectural site and floor plans, reflected ceiling plans, exterior and interior elevations, and other drawings to describe the Design Development including the column grids, pedestrian and vehicle access/egress, and vertical passenger conveyance systems.
 3. Interior design plans and other supporting documents to illustrate the graphic design layouts.
 4. 3D modeling of drawings and preparation of renderings.
 5. Building systems, materials, products, and graphic design elements.

6. BIM Model for detailed Structural, Electrical, Mechanical and Plumbing, Special Systems, and other systems floor plans, diagrams, and text to describe these systems.
7. Plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the projects compliance for LEED Gold certification requirements.
8. Draft project specifications sufficient to describe the selected systems, materials and products.
9. Design Development phase report to document and summarize the Design Development phase decisions and outcomes.
10. Room Data Sheets to document alignment of design development with programmatic and functional requirements.

B. Manuals for Special Systems

1. Working collaboratively with the Project Team, Consultant shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, Security and Audiovisual systems. The CSM needs to address the following criteria:
 - a. Refer to the Programming and Design Criteria documents (Appendix L Background Documents) for Security requirements.
 - b. In developing the CSM, Consultant shall obtain all departmental standards documents from the SFPUC.
2. Consultant shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, HVAC equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.

4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Consultant shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network monitoring.
5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Consultant shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

- a. Consultant shall inventory existing equipment and provide assessment for reuse.
- b. Consultant shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.
- c. Consultant shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

C. Develop Building Information Models (BIM)

Consultant shall utilize BIM processes to maximize efficiency throughout the entire project lifecycle. This integrated approach using BIM will provide opportunities to share and leverage data at each stage of this project, improving project quality and efficiency, reducing risk and providing the best possible information for all stakeholders. All design disciplines utilized by the Consultant shall prepare documents using BIM without exception unless specifically approved in writing by the City.

1. The BIM Forum's Level of Detail (LOD) Specification version May 2020 (<http://bimforum.org/lod>) shall be used as the basis for the expected representation of the BIM details expected for various stages of the Work.

2. Models received from the Consultant until construction shall meet LOD 300 which is accurate in terms of quantity, size, shape, location, and orientation.
 3. Consultant must utilize BIM in preparation of all renderings, 3D visualizations and development of deliverables.
 4. The primary BIM platform for authoring content related to facilities and internal systems shall be Autodesk Revit® 2021. This platform must be used for all facilities, structures, buildings and internally housed assets.
 5. The primary BIM platform for authoring site and linear work must be Autodesk Civil 3D® 2021. This platform must be used for all site work and buried utilities.
 6. The primary BIM viewing platform must be Autodesk Navisworks® (current version).
 7. The primary schedule and cost loaded platform for integration with BIM - must be Primavera P6.
- D. Develop and Implement Quality Assurance/Quality Control (QA/QC) Plan.
1. The QA Plan shall identify the Consultant's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - a. Ensuring all work complies with applicable codes and standards and industry practices;
 - b. Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.
 2. Implement QA Plan - The Consultant shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with City staff.
 3. Prepare Quality Control (QC) Plan - The Consultant shall prepare and

submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Consultant's requirement and procedures for ongoing QC efforts including but not limited to the following:

- a. Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - b. Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
 - c. Procedures for reviewing and checking work performed by subconsultants to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
 - d. Procedures for resolving review comments; and
 - e. Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
4. Implement QC Plan - The Consultant shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with City staff.
5. The Consultant shall conduct a review of the design and documentation produced by City Staff to confirm consistency and alignment with the project goals and the project budget.
- E. Prepare and submit a Design Development phase report to document and summarize the Design Development phase decisions and outcomes, including deviations from the Programming Document and Schematic Design prepared by City Staff.

- F. Prepare and submit plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the Project compliance with LEED requirements.
- G. San Francisco Arts Commission (Arts Commission):
 - 1. Collaborate with City Staff to attain Phase 2 Approval from the Civic Design Review(CDR) Committee.
 - 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project as required by the San Francisco Administrative Code, Section 3.19, Public Art Ordinance.

TASK 2 CONSTRUCTION DOCUMENTS

- A. Based on the approval of the Design Development documents, Consultant shall prepare 50%, 95%, and 100% Construction Documents to fully describe the work for each trade bid package that should include the following:
 - 1. Drawings, diagrams, calculations, 3D models, renderings, schedules and other documents as needed.
 - 2. Project Manual to include the General and Supplementary Conditions, Divisions 00 and 01, and the technical specification Documents.
 - 3. Preparation of bidding documents and general requirements typically referred as Divisions 0 and 1 in the contract documents, Submittals, Enhanced Commissioning (as defined by LEED), and other Division 1 Sections that the Consultant is responsible for or as requested by the City.
- B. Facilitate regulatory approvals of project documents from the Department of Building Inspection, San Francisco Fire Department, Public Works Bureau of Streets and Mapping, Public Works Accessibility Review, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Department of Public Health and California Department of Toxic Substances Control. Consultant shall provide their work documents, be available for meetings, provide responses to comments as it pertains to their work documents and facilitate follow up to expedite approvals.
- C. Final San Francisco Arts Commission Approval: City Projects require design review approvals from the San Francisco Arts Commission's Civic Design Review Commission. Phase 2 approval is required at completion of the Design Development phase and Phase 3 approval is required at completion of Construction Documents phase. For more information visit:
<https://www.sfartscommission.org/our-role-impact/programs/civic-design-review>.

1. Collaborate with City Staff to attain Phase 2 and 3 Approval from the Civic Design Review (CDR) Committee.
 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project.
- D. Consultant shall include plans and documentation for Commissioning and Activation Process:
1. Provide documentation (Available Manufacturer Test procedures in product specifications) to indicate compliance with the SFPUC's Commissioning requirements.
 2. Provide documentation to indicate compliance with LEED Gold certification requirements and commissioning requirements.
 3. Update plans previously developed in the BOD as needed to reflect decisions that have been made during the Construction Documents phase.

TASK 3 CONSTRUCTION ADMINISTRATION

- A. Consultant is responsible for providing support during the bidding process, including providing full and complete design documents and responding to requests for information from bidders.
- B. Consultant is responsible for review and responses to requests for information, and review and approval of required submittals during construction.
- C. Consultant is responsible for issuing Architect's Supplemental Instruction (ASI) for design or construction changes during construction.
- D. Consultant is responsible for conducting inspections during construction and prior to substantial completion. Consultant shall issue punch list items to be completed for issuance of substantial completion and final completion.

3.4 City Staff Responsibilities

1. The work to be performed and responsibilities to be assumed by City staff team: Landscape design of the final design, construction documents, and construction administration.

3.5 General Obligations

- A. Throughout all design phases, Consultant shall collaborate with the Project Team, including the CM/GC Contractor.

- B. Consultant shall develop and maintain a schedule indicating the critical path for the Project duration and update this schedule throughout all design phases.
- C. Consultant shall submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two (2) weeks of date of meetings.
- D. Consultant shall submit monthly progress reports, within five (5) calendar days after the end of each month.
- E. Consultant shall initiate and manage the process to obtain LEED Gold Certification.
- F. At the conclusion of each design milestone, the Consultant shall prepare and submit a Design Review Submittal, which shall include all drawings, diagrams, calculations, 3D models, 3D renderings, schedules and a Project Manual that includes General and Supplementary Conditions, Technical Specifications for review by the SFPUC and Constructability Review by the CM/GC Contractor. Consultant shall respond to each comment and with the SFPUC's direction, incorporate each comment into the following design phase. Consultant shall maintain a Design Comment Log that indicates the status of each comment and where it's incorporated into the design documents.
- G. Consultant is obligated to complete design within the allotted project budget. At the conclusion of each design milestone, the CM/GC Contractor shall complete a constructability review and cost estimate. Consultant is responsible to implement solutions as required to complete design within the project budget.
- H. Consultant agrees to staff a fully functioning office located within 10 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 outline in this RFP.

3.6 Social Impact Partnership

See Section 5.2.10 of the RFP for Social Impact Partnership Submittal Instructions and Appendix M of the RFP for SFPUC's Social Impact Partnership Program Supporting Documents.

4 Minimum Qualifications

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. The SFPUC may reject Proposals that do not clearly meet the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers who fail to meet any minimum qualification requirements prior to rejecting a Proposal for failure to demonstrate compliance.

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

A Proposer cannot be a Prime Proposer or JV Partner on more than one (1) proposal. In addition, a Prime Proposer or JV Partner that intends to be listed as a subconsultant on another competing proposal must fully disclose that intention to the impacted parties. Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

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

- The Prime Proposer or Lead JV Partner must have 15 years demonstrated experience as the Lead Architect during design and construction on at least one (1) civic or industrial completed projects, with a minimum project construction value of \$80,000,000 that included two (2) or more buildings, within the last fifteen (15) years.
- The Prime Proposer or Lead JV Partner must demonstrate experience managing five (5) or more subconsultants as Lead Architect during design and construction on a minimum of three (3) completed projects, each with a minimum of \$50,000,000 construction value, within the last ten (10) years.
- The Prime Proposer or Lead JV Partner must have experience as Lead Architect during design and construction, on a minimum of two (2) completed projects utilizing an integrated project delivery method that involved preparation of early trade packages between 65% and 95% completion of design, each with a minimum of \$50,000,000 construction value, within the last ten (10) years.
- The Prime Proposer or Lead JV Partner must have experience as a Lead Architect coordinating with design-build subcontractors during design and construction on a minimum of two (2) completed projects with a minimum construction value of \$50,000,000, within the last ten (10) years.

To qualify as a **Non-Leading JV Partner** for this Agreement, a Proposer must possess the following qualifications:

- A Non-Leading JV Partner must demonstrate experience as Lead Architect on a minimum of two (2) projects with a minimum construction value of \$25,000,000 that included one (1) or more of the following occupancy types: office, warehouse, or industrial shops, completed within the last fifteen (15) years.

4.2 Subconsultant Qualifications

To qualify as a **Subconsultant** that will provide technical services described in this RFP, the Subconsultant(s) must possess at a minimum the following qualifications. *Note: If the Prime Proposer or JV Partner is performing this role, they must also meet the below qualifications.

The SFPUC strongly encourages respondents to engage in positive efforts to utilize diverse, local firms as subconsultants for this project. RFP responses must include Statements of Qualifications from each proposed subconsultant to document that the team meets or exceeds the Minimum Qualifications.

- Subconsultant must (i) have been in business a minimum of five (5) years performing one of the technical fields required under the scope of services **AND** (ii) have a principal or partner with at least ten (10) years professional design experience in that field. The five-year "in business" and the ten-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a subconsultant firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" employee/person role identified in Section 4.3, below; (ii) the subconsultant demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of the subconsultant's performance under this Agreement based on the individual's present management/supervisory role with the subconsultant firm and the individual's anticipated involvement in the management/supervision of the services under this Agreement; and (iii) the individual has been employed by or associated with (i.e., as an owner or partner) the subconsultant firm for a period of at least one (1) year prior to the due date for submittal of proposals.

The SFPUC does not require non-technical subconsultants (e.g., reprographics) to meet the Subconsultant qualifications listed above.

4.3 Key Team Member Qualifications

To qualify as the **Key/Lead** Team Member for this Agreement, an individual must possess the following:

A. Project Architect for the Consultant (Prime Proposer or Lead JV Partner)

To qualify as the **Project Architect** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years of experience as Project Architect for design firms; and
- Current State of California Architectural license; and
- Demonstrated experience as a lead overseeing design on a project utilizing an integrated delivery method, on a project that required strategic sequencing of construction on a minimum of two (2) completed projects, **and** included a minimum of one (1) project with multiple buildings where the cumulative square feet was a minimum of 100,000 square feet.

B. Project Manager for the Consultant (Prime Proposer or Lead JV Partner)

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

- A minimum of ten (10) years of experience as a Project Manager for design firms; **AND**
- Demonstrated experience as a lead of a design team on a project utilizing an integrated delivery method with an umbrella design team consisting of a minimum of five (5) or more consultants on a minimum of two (2) completed projects.

C. Civil Engineering Principle-In-Charge under the Consultant

To qualify as a **Civil Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' experience as Principal-In-Charge in Civil Engineering; and
- Current State of California Civil Engineering license; and
- Demonstrated experience as lead for the duration of design and construction on a minimum of two (2) completed civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of two (2) completed projects that involved five or more acres, with a minimum of one (1) of those projects involving a brownfield site, within the last ten (10) years.

D. Structural Engineering Principle-In-Charge under the Consultant

To qualify as a **Structural Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Structural Engineering; and
- Current State of California Structural Engineering license; and
- Demonstrated experience as lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of three (3) projects that involved mixed-use buildings, with parking being one of the uses on a minimum of two (2) of those projects, within the last ten (10) years.

E. Mechanical Engineering Principal-In-Charge under the Consultant

To qualify as a **Mechanical Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Mechanical Engineering; and
- Current State of California Mechanical Engineering license; and
- A minimum of ten (10) years' professional demonstrated experience relevant to the team member's discipline; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of two (2) completed industrial projects, with one of the uses being auto, fabrication or machine shop on a minimum of one (1) of those projects, within the last ten (10) years.

F. Plumbing Engineering Principal-In-Charge under the Consultant

To qualify as a **Plumbing Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Plumbing Engineering; and
- Current license to practice in California, relevant to the team member's discipline; and
- A minimum of ten (10) years' professional experience relevant to the team member's discipline; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years.

G. Electrical Engineering Principal-In-Charge under the Consultant

To qualify as an **Electrical Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Electrical Engineering; and
- Current State of California Electrical Engineering license; and
- A minimum of ten (10) years' professional demonstrated experience relevant to the team member's discipline; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of two (2) completed industrial projects, with one of the uses being auto, fabrication or machine shop on a minimum of one (1) of those projects, within the last ten (10) years.

H. Industrial Engineering Principal-In-Charge under the Consultant

To qualify as an **Industrial Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Industrial Engineering; and
- Degree in Architecture; and
- A minimum of ten (10) years' professional experience relevant to the team member's discipline with specialization in public works, fleets and shops; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of three (3) industrial completed projects that included industrial shops and one (1) industrial project that included a warehouse, within the last ten (10) years.

I. Lead Team Member for Specialized Consultant disciplines (a-j)

To qualify as a **Lead Teams Member for Specialized Consultant for disciplines (a-j)** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' professional demonstrated experience relevant to the team member's discipline; and

- Demonstrated experience as a Lead in design relevant to team member's discipline on a minimum of one (1) civic or industrial project, within the last ten (10) years.
 - a. Fire Sprinkler Systems,
 - b. Acoustical Engineering,
 - c. Parking,
 - d. Elevator Systems,
 - e. Waterproofing Systems,
 - f. Communications Systems (Low Voltage, Security, Audiovisual),
 - g. Lighting Design,
 - h. FF&E / Interior Design,
 - i. Signage Design,
 - j. LEED and Commissioning

All Key Team Members (A-H listed above) must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).

5 Proposal Response Format

5.1 Proposal Submission

All proposals must be submitted online via the [SFBid Website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/).

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

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers are prohibited from using the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal. The Proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and if a Joint Venture (JV) is responding to this RFP, the Lead JV Partner. If available, please provide your City “Bidder” or “Supplier” number.

Proposer must agree to the following commitments listed below and in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-606) (see Appendix A);
- Proposer has reviewed the Limitations on Communications Section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco;

Proposer agrees to staff a fully functioning office located within 10 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 outline in this RFP.

5.2.2 Executive Summary

Proposer must provide an executive summary that:

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

5.2.3 Qualifications Summary

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

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

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

5.2.4 Reference Projects

Proposer must provide descriptions of the four (4) most recent projects previously performed by the Proposer within the last fifteen (15) years that are of the type and scope of services specified in this RFP. Reference projects should demonstrate the minimum qualifications detailed in Section 4.1 have been met.

For a JV, each JV Partner shall provide at least one (1) of the four (4) reference projects.

For Prime Proposer or Lead JV Partners, at least two (2) reference projects must be civic or industrial projects with a minimum budget of eighty million dollars (\$80,000,000) that included two (2) or more buildings.

For Non-Lead JV Partners, provide demonstrated experience for at least one (1) reference projects that meets the minimum qualifications detailed in Section 4.1.

A Proposer may not selectively choose projects. Rather, the Proposer must submit project descriptions for the most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may result in the proposal being deemed non-responsive and/or result in the loss of points.

If a Proposer responding to this RFP identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant Services Performance Evaluation (CSPE) process (see Appendix K), then SFPUC staff may forward either the most recent annual CSPE or the final CSPE for the project, as appropriate, to the Selection Panel.

The descriptions shall include:

- Project name;
- Project scope summary;
- Dates when the project was performed;
- Project costs (Prime (or JV Partners) CM consulting fee and total project construction cost);
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact information.

5.2.5 Work Approach

Proposer must describe its overall work approach. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Factors to consider in identifying trade bid packages and project delivery methods. Discuss schedule, client impacts, project quality. Discuss how Proposer would deliver the Project and how the Project can be expedited.
- Understanding of potential design, environmental, construction and site constraints and how the Proposer can support the SFPUC in completing this project on schedule and within budget;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC));
- Understanding of stakeholder concerns and needs in neighboring community;

5.2.6 Team Members

Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in the RFP. Discuss team members' background and experience in order to demonstrate experience and skills necessary to perform the work successfully.

Identify staff who will serve as the Key/Lead Team Members, as specified in Section 4.3 of the RFP. Proposer must clearly demonstrate that all Key Team Members meet all the minimum qualification requirements outlined in Section 4.3. Upload resumes, where indicated in the Proposal Response Form, for each Key/Lead Team Member and any other critical team members, so that the Selection Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully.

In addition, upload a letter of commitment from each Key Team Member identified in the proposal, as instructed in the Proposal Response Form. Each letter of commitment shall be signed by the applicable individual and dated within five (5) business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, he or she intends to work on the New CDD Campus at 2000 Marin Design Services Agreement at the percentage of work time specified by Proposer in its proposal for the duration of the Agreement. In the absence of a letter of commitment from an identified Key Team Member, the City may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

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

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP (Section 4.3) for all Key/Lead Team Members. This evidence of required project experience should be listed within the team member's Resume or within the Qualifications Summary section for Key/Lead Team Members.

5.2.7 Team Organization Chart

As instructed in the Proposal Response Form, attach an Organizational Chart that illustrates the team structure (include the integration/interaction with City project team staff). Note the firm name and title/role for each team member.

5.2.8 Team Availability

Fill out the spreadsheet template attached as Appendix D of the RFP and entitled "Proposer Commitment Matrix" completely and attached it as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

The first worksheet tab is entitled "Commitment Matrix". Identify the specific percentage of work time each Key/Lead Team Member will spend on the project and confirm their availability throughout the project duration.

The second worksheet tab is entitled "Other Project Commitments." Fill in each Key/Lead Team Member proposed on this project and include all other current or pending 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.

5.2.9 Overhead and Profit Schedule

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).

Proposers must use the Overhead and Profit Schedule (OPS) Template, provided as an Excel file in Appendix B, to prepare their OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all Subconsultants expected to work on the Project. Only one overhead and profit rate must be listed for each firm. The OPS must also include the markup on Subconsultant labor costs. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

All Proposals must provide 2021 billing rates. The Consultant will only be allowed to escalate its 2021 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.

Based on the information provided in the OPS, SFPUC will calculate an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR will be a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR may not exceed 3.20. The maximum billing rate is \$250/hour.**

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.

All costs to manage and administer the services under the Agreement must be included in each firm's OPR, or "multiplier." Only individuals who are assigned to the proposal or have been approved by the SFPUC Construction Manager to be added to the Agreement, and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

B. Individual Contractor

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

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

C. Rates and Markups

The Proposer's billing rates and EOPR provided in the OPS will be non-negotiable during the Agreement award process and for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm 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.

SFPUC may require the Proposer 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 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. The City expects individuals listed in the OPS, and for whom résumés and qualifications have been submitted as part of the proposal, 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 5% of Subconsultants' actual labor costs. Markups on ODCs or materials for either the Proposer or its Subconsultants are not allowable.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe

benefits) and proposed profit rate. Each firm's proposed OPR, or "multiplier," shall apply to all proposed staff and substituted, new, or added staff for the duration of the contract and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

D. Other Direct Costs

Direct reimbursable expenses (ODCs) 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 Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
 - Rental vehicle or Car Share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: SFPUC will pay Consultant on a per mile basis 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 Consultant must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Consultant must submit to the City an approved mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The Consultant must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs. Specialty printing ("specialty" as used herein shall mean large volume or large format 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);
- Task related permit fees; and
- Expedited courier services when requested by SFPUC staff and task-specific Safety equipment.

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, and travel from Consultant’s home office to SFPUC facilities not requested by SFPUC;
- Non-routine travel from Contractor’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;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.10 Social Impact Partnership (SIP) Submittal

5.2.10.1 Social Impact Partnership 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 seeks to partner with Consultants who share our responsibility to deliver concrete positive benefits to our communities. Through the Social Impact Partnership (“SIP”) Program, the SFPUC seeks to identify partners with shared values to build stronger partnerships throughout the City and region, resulting in healthier and more vibrant communities.

5.2.10.2 Instructions for the SIP Submittal

The SIP Submittal shall not exceed five (5) pages. Each page must include the name of the Consultant, the contract number, and be numbered at the bottom right hand corner. The submittal must use a minimum 10-point font and provide at least one-inch margins. The required SIP Commitments Table described in Section D can be on an 11x17 page. The proposal must be submitted by uploading the proposal in SFBid under the “Social Impact Partnership Submittal” section, labeled clearly as the SIP Submittal with the name of the Proposer and the title of the RFP.

The SIP Submittal must include the following sections:

- A. *SIP Work Approach*
- B. *Project Team/Organization*
- C. *Social Impact Partnership Commitments Table*
- D. *Performance Measures, Accountability, and Deliverables*

A. SIP Work Approach

The proposed SIP Commitments must include a description of the Consultant's overall SIP delivery approach, and how its SIP activities will be structured as a part of a cohesive and integrated plan. Any SIP Commitments to which the Consultant voluntarily commits must benefit the community, neighborhood, and/or residents impacted by the Project. Contract PRO.0232, the design of 2000 Marin, will primarily impact the Southeast sector of the City and County of San Francisco.

The SIP Commitments must describe the nonprofit, educational, or charitable organization(s) with which the Consultant intends to partner along with the proposed programs or strategies that have a demonstrated track record of successful outcomes. All SIP Commitments must support nonprofit, charitable, or related activities. SIP Commitments shall not go to, nor benefit, any City department or employee. SIP Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g., local hire, LBE requirements, environmental mitigation, etc.). The Consultant may not – directly or indirectly – pass on to the City the costs of performing its SIP Commitments. The Consultant itself must bear the entire cost of meeting its SIP Commitments.

The following are examples of previous SIP Commitments that have had a significant, positive community impact. The SFPUC suggests that Consultants consider the following categories of community support programs for SIP Commitments:

i. Job Exposure and Internships

Consultants may wish to consider SIP Commitments to support job exposure and internship strategies for local communities that: (1) recruit local residents; (2) manage individual cases; (3) remove barriers to employment; (4) provide soft skills training; (5) train individuals for technical skills; and (6) develop and build the worker pipeline to, among other things, meet City-mandated workforce and contracting requirements. There is an opportunity for Consultants to partner with

community-based nonprofit organizations that can provide job exposure, training and internship strategies and can assist with efforts to identify workers, remove barriers to employment, provide support services, train, and refer workers to job opportunities.

ii. Small Business Support

Consultants may wish to consider SIP Commitments supporting small, local businesses. Small business support strategies to consider may include: (1) training, mentoring, and/or technical assistance for small, local contractors and consultants in elements of how to conduct business in the construction and professional service industries, especially for public contracting opportunities; (2) training, mentoring and/or technical support for small, local retail businesses; and (3) supporting the development of additional small, local businesses. These strategies provide subcontractors and subconsultants with the technical assistance to develop their capacity to compete for and participate on City projects.

iii. Education

Consultants may wish to consider SIP Commitments that promote science and engineering education in disadvantaged communities through partnerships with local educational non-profits and schools that take into consideration the priorities of the local school district. Education strategies to consider may include: (1) supporting the development of ecoliteracy curricula and teacher professional development in local public schools for grades K-12; (2) “adopting” a local school to which the Consultant provides focused support and resources; (3) engaging the Consultant’s professional staff to volunteer in community and promote a culture of science, technology, engineering, mathematics, and civic engagement by serving as mentors to students, tutoring, or making presentations in classrooms; and (4) funding scholarship awards for students to attend college or other learning experiences for youth and young adults.

iv. Environment and Community Health

Consultants may wish to consider SIP Commitments that address environmental justice disparities, improve health outcomes in the

community, and support the continued presence of long-term residents and businesses in the community. Environmental and community health strategies to consider may include supporting: (1) community gardens, urban farms, greenhouses, or other innovative urban agriculture initiatives that educate students and residents in food deserts about sustainability practices, such as rainwater harvesting or use of native, drought-tolerant plants; (2) health and wellness programs or projects that promote access to mental health professionals in schools or resources for community organizations to carry out air pollution monitoring in neighborhoods facing health disparities; and (3) programs that promote healthy food access for residents that lack access.

B. Project Team/Organization

The SIP Commitments must include a description of the Consultant’s overall approach to fulfilling its SIP obligations. This should include the names of each team member who will be responsible for implementing the SIP Commitments, and the following information for each team member: (a) qualifications, (b) specific responsibilities, (c) decision making authority, and (d) relevant contact information, including phone number and email address. The Consultant must identify a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the SIP Commitments, provide fiduciary oversight, and ensure that the proposed SIP activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all SIP activities.

C. SIP Commitments

SIP Commitments can be delivered as direct financial contributions or volunteer hours.

i. Direct Financial Contributions

Direct financial contributions for SIP Commitments may include the following: (1) funding for the planning and implementation of programs that benefit local communities; (2) funding for direct payment to program participants, such as scholarships, stipends for internships and training programs, and childcare expenses; (3) funding to provide ongoing and long-term benefits, such as a science maker's space or software licenses at a public school. All financial contributions must go

directly to non-profits, schools, and/or governmental entities other than the City. Provide the dollar amount committed to the delivery of the intended outcomes listed in the SIP Commitments Table below.

ii. Volunteer Hours

Volunteer hours are the Consultant’s employees’ time spent delivering the intended outcomes of its SIP Commitments. All volunteer hours must support non-profits, schools, and/or governmental entities other than the City. Provide the number of volunteer hours committed to the delivery of the intended outcomes listed in the SIP Commitments table below. A standardized rate of \$150/hr for each individual may be used to quantify the value of volunteer hours.

D. Voluntary Program

SIP Submittals are voluntary, however, proposers who choose to include a SIP Submittal will be eligible to receive a maximum of up to 50 points for the submittal.

E. SIP Commitments Table

Please provide a summary of the proposed SIP Commitments over the life of the contract using the table below:

Table 1: Social Impact Partnership Commitments Table

				(A)	(B)	(C)	(D)	(E)
	Social Impact Partnership Category	Strategies and Expected Outcomes	Timetable and Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
(1)	Job Exposure and Internships			\$	Hrs	\$150/hr	\$	\$
(2)	Small Business Support			\$	Hrs	\$150/hr	\$	\$
(3)	Education			\$	Hrs	\$150/hr	\$	\$

(4)	Environment and Community Health			\$	Hrs	\$150/hr	\$	\$
	TOTAL			\$	Hrs		\$	\$

F. Performance Measures, Accountability, and Deliverables

i. Performance Measures

SIP Commitments submitted in response to this RFP must be performed by the successful Consultant progressively throughout the Agreement term, commencing when the first Notice to Proceed (NTP) is issued. Commitments performed as part of previous contracts or prior to the Consultant’s submittals in response to this RFP cannot be used to meet the Consultant’s SIP commitments to this RFP. Implementation of the Consultant’s Social Impact Partnership Commitments may not be dependent upon funding, or necessitate any financial actions or decisions by the SFPUC.

ii. Accountability

Consultants must provide detailed descriptions of accountability methods and measures that the SFPUC may use to measure actual delivery of the Consultant’s SIP Commitments to the communities they are intended to benefit in a transparent and accountable manner. To maximize transparency and accountability, Consultants must propose a process or mechanism by which the SFPUC can independently verify that the Consultant actually delivered the funds and/or provided the volunteer resources specified in the Consultant’s SIP Commitment.

iii. Deliverables

The successful Consultant must perform these obligations as its deliverable towards satisfying the SIP Commitments. In addition:

1. The successful Consultant must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the first NTP. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing the Consultant's SIP Commitments.
2. The successful Consultant must submit progress reports at least biannually during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the commitments are completed during the term of the contract). The progress reports must identify activities and detail the outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the biannual progress reports, the Consultant must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated thereto were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Consultant must submit progress reports by the last business day of the month following the previous six-month reporting period.
3. The successful Consultant shall submit the reports noted above and any other documents necessary so that they can be presented to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SFPUC Commission and all interested stakeholders to evaluate and measure the efficacy of the successful Consultant's SIP Commitments. The successful Consultant shall be prepared to publicly present and transparently report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the successful Consultant's SIP Commitments.
4. The successful Consultant must also prepare and submit a stand-alone annual newsletter documenting the highlights of the SIP Commitments and outcomes for the year.

iv. Task Cost

Although this is a deliverable task if the Consultant included SIP Commitments with its proposal, it is non-compensable. The Consultant shall not allot or include any hours or dollars in Consultant's costs for this Project in order to perform or deliver the voluntarily proposed SIP Commitments. If the Consultant commits any funds to delivering the SIP Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Consultant 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.

The Consultant's provision of SIP Commitments does not entitle Consultant to additional work beyond that specified within the Agreement. 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 SIP Commitments. The representations, warranties and other terms contained in this SIP Commitments section have been designed by Consultant as the basis for a SIP 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.

G. Limitations on SIP Communications

From the earlier of either (1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or (2) the date this RFP is issued, until completion of the competitive process of this RFP, either by cancelation or by final action of the San Francisco Public Utilities Commission, the SFPUC strictly prohibits any attempt to communicate with any City official, representative or employee about SIP Commitments, except as instructed in the RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

Scoring for SIP Submittal

SIP proposals will be evaluated by a separate panel. The total SIP points are listed in the Evaluation and Selection Criteria (refer to RFP Section 6.2). The panelists will score proposers on the following criteria:

Evaluation Criteria	Reference to Sections	Percent of SIP Points
SIP Work Approach	5.2.10.2.A	30%
SIP Commitments Table	5.2.10.2.E	50%
Project Team/Organization	5.2.10.2.B	10%
Performance Measures, Accountability, and Deliverables	5.2.10.2.F	10%
TOTAL		100%

5.2.11 CMD Local Business Enterprise Forms

All proposals submitted must include the completed CMD Local Business Enterprise (LBE) Forms (CMD Attachment 2). Attach the completed CMD LBE Forms included in Appendix C: Form 2A, Form 2B, Form 3, Form 4, and Form 5.

5.2.12 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

- 1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix E. See RFP Section 10.3 for more information.
- 2) Other Required City Forms: Attach the completed Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices F, G, and H, respectively. See RFP Sections 10.4, 10.5, and 10.6 for more information.
- 3) Chapter 12X Certification, included in Appendix I.
- 4) Release of Liability Form included in Appendix J.

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating the Proposals. SFPUC and CMD staff first perform an Initial Screening process as described in Section 6.1. Proposals that pass the Initial Screening process will proceed to the Evaluation Process described in Section 6.2.

6.1 Initial Review

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix A, Professional Services Agreement (P-606)).

SFPUC will not score Proposals during the Initial Review. Initial This review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. SFPUC will deem non-responsive any proposal that fails to meet these requirements. SFPUC will not include any Proposal deemed non-responsive in the Evaluation Process described in Section 6.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Review requirements. SFPUC will limit clarifications to exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the Proposal, and will not provide a Proposer the opportunity to revise or modify its Proposal.

6.2 Overall Evaluation Process

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

Written Proposal	
<ul style="list-style-type: none"> • Technical Written Proposal • Social Impact Partnership Submittal 	500 50
Oral Interview	350
Overhead and Profit Schedule	100
TOTAL	1000

The maximum total score for the evaluation process will be one thousand (1000) points.

The Selection Panels, including the Technical Panel and the Social Impact Partnership 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

will not include staff closely involved with the preparation of this RFP and the development of the scope of services on the Selection Panel.

Proposers must obtain a minimum score of three hundred thirty (330) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than three hundred thirty (330) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four (4) ranked Proposers will be short-listed to continue on with oral interviews.

6.2.1 Written Proposal Evaluation

The Written Proposal Evaluation consists of separate evaluations of both the Technical Written Proposal and the Social Impact Partnership Submittal. SFPUC will total the scores for the Technical Written Proposal and the Social Impact Partnership Submittal.

The assigned CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the written proposal score, if applicable.

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

6.2.1.1 Technical Written Proposal

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	60
Key Team Member Qualifications	4.3 and 5.2.6	150
Reference Projects	5.2.4	140
Work Approach	5.2.5	150
Total Points:		500

6.2.1.2 Social Impact Partnership Submittal

The Social Impact Partnership Submittal is reviewed by a separate panel which will score proposers on the following criteria:

EVALUATION CRITERIA	RFP SECTION	POINTS
SIP Work Approach	5.2.10.2.A	15
SIP Commitments Table	5.2.10.2.E	25
Project Team/Organization	5.2.10.2.B	5
Performance Measures, Accountability, and Deliverables	5.2.10.2.F	5
Total Points:		50

6.2.2 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. 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 team members and to exclude, for example, Subconsultants on multiple teams, or individuals not listed in the Technical Written Proposal. The SFPUC also reserves the right to disallow substitution of Team Members invited to participate in the oral interviews.

The interview evaluation process may include (and be scored based on) either or both (1) a presentation, and (2) interview questions from the Selection Panel. The same set of interview questions will be used for all Proposers. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary.

The Selection Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses. The CMD Contract Compliance Officer will assign a rating bonus to the oral interview score, if applicable. The oral interview scores, or CMD-adjusted oral interview scores (if applicable), will then be tabulated.

6.2.3 Overhead and Profit Schedule Evaluation

SFPUC will score Proposals based on their proposed Effective Overhead and Profit Rate (EOPR, or “average multiplier”) for this Project.

SFPUC may reject the data provided in the OPS and exclude it from the score tabulation if SFPUC finds it to be inconsistent with any of the information provided in the Proposal. For example, classification of team members presented in the Work Approach or Team Organizational Chart must be consistent with classification of team members listed in the OPS.

SFPUC will allocate up to **100** points for the Overhead and Profit based on the following table:

Effective Overhead and Profit Rate (EOPR, or “Average Multiplier”)	Point(s)
< or equal to 2.50	100
2.51 - 2.60	85
2.61 - 2.70	73
2.71 - 2.80	60
2.81 - 2.90	46
2.91 – 3.00	33
3.01 - 3.10	20
3.11 - 3.20	7
> 3.20 *	0

* The maximum allowable Effective Overhead and Profit Rate is **3.20**.

The CMD Contract Compliance Officer will assign a rating bonus to the combined OPS score, if applicable. SFPUC will tabulate the OPS Scores, or CMD-adjusted Fee Schedule scores (if applicable).

6.3 Final Scoring

The SFPUC will tabulate written proposal, Social Impact Partnership submittal, oral interview, and OPS scores and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners, subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118, to award an Agreement to the highest-ranked Proposer. In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of the Minimum Competitive Amount is awarded by the City until such time as the General Manager recommends the contract for award and the Commission then adopts a resolution awarding the contract. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Board of Supervisors' approval of the 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 Proposer/Consultant for damages.

SFPUC will issue a Notice of Contract Award (NCA) after the selected Consultant obtains all necessary City approvals, submits required documents, executes the Agreement, and the Controller certifies the Agreement.

7.2 Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to its terms and conditions. SFPUC will not negotiate the terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS. By submitting its proposal, Proposer agrees to the terms of the Agreement and agrees not to propose negotiation of any of its terms.

7.3 Agreement Administration

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

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

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$129,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the Commission then adopts a resolution awarding the contract.

8 Terms and Conditions

8.1 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. Modifications and clarifications will be made by addenda as specified in Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions, please refer to Section 1.2 of this RFP.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. Questions received after the Deadline for Proposers to Submit Questions are accepted but responses are not guaranteed.

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

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at <http://www.sfgov.org/cmd>.

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

8.3 Interpretation and Addenda/Change Notices

Any 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 [SFBid website](#).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the [SFBid website](#). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to

determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (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). The prospective Proposer bears the risk of non-delivery within the required time period. Objections must 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. SFPUC staff will acknowledge receipt of any Objection(s) via email.

b) Objections must be delivered to: CAB@sfgwater.org and to mng@sfgwater.org

RE: PUC.PRO.0232 New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0198)

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 deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

g) A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

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

8.7 Revision of Proposal

Notwithstanding the forgoing, a Proposer may withdraw or revise a proposal on the Proposer's own initiative at any time before the 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.

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

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

8.8 Errors and Omissions in Proposal

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

8.9 Financial Responsibility

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

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (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.

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

8.11 Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), Proposers' bids, responses to 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.

8.12 Public Access to Meetings and Records

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

submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

8.13 Reservations of Rights by the City

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

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.

8.14 No Waiver

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

9 Contract Monitoring Division (CMD) Requirements

9.1 Chapter 14B Local Business Enterprise Subconsulting Participation Requirements and Good Faith Outreach 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.

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is:

13%

The LBE subcontractor participation requirement for this Contract is 13.00%. Given the size and complexity of the project, structural and mechanical engineering for the project will require specialized expertise. Additional technical consultants requiring specialized expertise include industrial engineering, communications, elevator and parking.

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:

MBE: 3.7%

WBE: 4.2%

OBE: 5.1%

This LBE subconsulting participation requirement is calculated as a percentage of the total value of the goods and/or services to be provided. The LBE subconsulting participation requirement can only be met with CMD-certified Small or Micro-LBEs.

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 Subconsultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE Subconsultants solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant, 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 Subconsultants 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 Consultant) prior to listing them as Subconsultants in the proposal. Any proposal that does not meet the requirements of this paragraph may be 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) and (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 by 35% of the established LBE subconsulting participation requirement for the Project, 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).

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 subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting participation requirements can only be met with CMD-certified Micro and Small LBEs located in San Francisco, unless the RFP allows for SBA-LBE Subconsultants to count towards the LBE participation requirement. 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.

Proposers should note that the Social Impact Partnership is separate from and in addition to any other regulatory or other legal requirement related to this project. As a result, the work performed relating to the SIP Commitment submitted by the Proposer cannot be utilized to meet LBE requirements for this project.

9.1.2 LBE Prime/JV Participation

Micro LBE, Small-LBE, SBA-LBE, Joint Venture Rating Bonus

Pursuant to Chapter 14B, the rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

9.1.3 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
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form.

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. Direct all inquiries concerning the CMD LBE program to Linda Rainaldi, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3106 or Linda.Rainaldi@sfgov.org.

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

9.2 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 Contract Monitoring Division (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://www.sfgov.org/cmd>.

If you have any questions concerning the CMD 12B/12C Forms, you may call the CMD Equal Benefits Unit at (415) 581-2310.

10 Additional City Requirements

10.1 Insurance Requirements

Without in any way limiting Consultant's liability pursuant to the "Indemnification" section of the Agreement (see Appendix A), Consultant(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** with Employer's Liability limits not less than:
\$1,000,000.
In statutory amounts, per each accident, injury, or illness.
2. **Commercial General Liability Insurance** with limits not less than:
\$3,000,000.
Per each occurrence, and
\$6,000,000.
General aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
3. **Commercial Automobile Liability Insurance** with limits not less than:
\$1,000,000.
Per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
4. **Professional Liability Insurance**, applicable to Consultant's profession, with limits not less than:
\$12,000,000.
Per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

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

1. Name as Additional Insured the City and County of San Francisco, the SFPUC, 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 whom claim is made or suit is brought.

Regarding Workers' Compensation, Consultant hereby agrees to waive subrogation, which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant 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 Consultant, its employees, agents, and Subconsultants.

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, Consultant shall maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of three years beyond the expiration of the Agreement, to the effect that, should occurrences during the 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, Consultant 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 subconsultant will be used to complete any portion of the agreement, the Consultant shall ensure that the subconsultant 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 Consultant listed as additional insureds.

10.2 Standard Agreement

The Consultant will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 11 in the attached Agreement.

10.3 Nondiscrimination in Contracts and Benefits

As outlined above, the Consultant 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 CMD's website at <https://www.sfgov.org/cmd>.

10.4 Minimum Compensation Ordinance for Employees (MCO)

The Consultant 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.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at www.sfgov.org/olse/mco. Note that the hourly gross compensation 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. See Article 11 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance (HCAO)

The Consultant 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 Administrative Code Chapter 12Q. Contractors should consult the Administrative Code to determine their compliance

obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

10.6 First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, 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 <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415)701-4848.

10.7 City Vendor and Subconsultant Registration

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

Vendors that are not currently doing business with the City must register within the City’s financial and procurement system to become an Approved Supplier. *Please note: The City also requires all Subconsultants working under a Selected Proposer to register with the City’s financial and procurement system. However, Subconsultants are not required to be compliant with the City’s vendor requirements.*

Please go to the City’s vendor portal, [SF City Partners](https://sfcitypartner.sfgov.org/Vendor)(<https://sfcitypartner.sfgov.org/Vendor>) to register.

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

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 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 Consultant unless business tax registration fees are paid in full by the time the Agreement is awarded. Consultant may contact the Tax Collector's office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each Consultant must

provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>.

10.9 Conflicts of Interest

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

10.10 Administrative Code Chapter 14B Reporting Requirements

Contractor must submit all required payment information using the SFPUC's online system as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor shall pay its LBE subcontractors within three (3) working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the SFPUC's online system with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, Contractor has ten (10) calendar days to acknowledge all subcontractors have been paid in the online Financial and Procurement System.

10.11 Administrative Code Chapter 12X Requirements

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator. Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies. Each Proposer must certify compliance with this requirement as directed (see Appendix I).

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (i.e., fails to meet Minimum Qualifications Requirements 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 improperly 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 prior to 5:00 p.m. 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 the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the protest.

The City will not consider any protests not received within the time and manner specified if a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the

manner specified above, then the City's determination set forth in the Preliminary Notice will become final. A Proposer's failure to protest as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the [SFBid Website](#).

Within five (5) working days of the SFPUC's posting of the highest ranked Proposer on the [SFBid Website](#), any Proposer that has submitted a responsive proposal and believes that the City has unfairly selected another Proposer for award may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the 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 City to determine the validity of the protest. All protests must be received by the SFPUC before 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's posting of the highest ranked Proposer; the City will not consider untimely protests.

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 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 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.

The City will not consider any protests not received within the time and manner specified.

If a Proposer does not protest the SFPUC's posting of the highest ranked Proposer on the SFBid website within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest ranked Proposer for award by the Commission. 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.

11.3 Delivery of Protests

If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. SFPUC staff will acknowledge receipt of any Protests via email.

Protests must be delivered to: CAB@sfgwater.org and to mng@sfgwater.org

RE: **PUC.PRO.0232** New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0198)

12 Conflict of Interest

The Consultant 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. The Consultant 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 Consultant 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 Consultant that the City has selected the Proposer.

12.1 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 city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, sub-consultants 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. Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting

point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management , and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
 - a) **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
 - b) **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the

preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.

8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services.** Any 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.

12.3 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 30 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.

12.4 Consultation with Counsel

The SFPUC strongly advises any proposing/bidding 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.

13 Acronyms and Abbreviations

- AACE.....Association for the Advancement of Cost Engineering
- AGMAssistant General Manager
- BEM.....Bureau of Environmental Management
- BIM.....Building Information Modeling
- CAB.....Contract Administration Bureau
- CDD..... City Distribution Division
- CEQACalifornia Environmental Quality Act
- CM/GC.....Construction Manager/General Contractor
- CM.....Construction Management
- CMB.....Construction Management Bureau
- CMD.....Contract Monitoring Division
- CMISConstruction Management Information System
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CSPE.....Proposer Services Performance Evaluation
- EIREnvironmental Impact Report
- EMB.....Engineering Management Bureau
- EOPR.....Effective Overhead and Profit Rate
- FSHPFirst Source Hiring Program
- HCAO.....Health Care Accountability Ordinance
- HCIP.....Hetchy Capital Improvement Program
- ICSInfluent Control Structure
- ICCInternational Code Council
- IRSInternal Revenue Service
- JVJoint Venture
- LBE.....Local Business Enterprise

MCOMinimum Compensation Ordinance
NTPNotice to Proceed
O&M.....Operations & Maintenance
ODCOther Direct Cost
OPS.....Overhead and Profit Schedule
PLAProject Labor Agreement
PMB.....Program Management Bureau
PMP.....Project Management Professional
RFIRequest for Information
RFPRequest for Proposals
SFPUC.....San Francisco Public Utilities Commission
SOPStandard Operating Procedure
VFD.....Variable Frequency Drive
WBS.....Work Breakdown Structure
WEWater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule (OPS) Template (Excel file)
- C. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
 - e. Form 5 – CMD Employment Form
- D. Proposer Commitment Matrix
- E. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
- F. Minimum Compensation Ordinance (MCO) Declaration
- G. Health Care Accountability Ordinance (HCAO) Declaration
- H. First Source Hiring Program Agreement
- I. Chapter 12X Certification
- J. Release of Liability Form
- K. Consultant Services Performance Evaluation Procedure
- L. Background Documents
- M. Social Impact Partnership Supporting Documents

Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Subject:

The text is listed:

Signature of Sponsoring Supervisor: