

1 [Contract Agreement - American Water Resources - Residential Water Service and Sewer  
2 Lateral Service Line Protection Program - Anticipated Revenue of \$1,000,000]

3 **Resolution authorizing the General Manager of the San Francisco Public Utilities**  
4 **Commission (SFPUC) to execute Agreement No. PRO.0086, Residential Water Service**  
5 **and Sewer Lateral Service Line Protection Program with American Water Resources**  
6 **(AWR); authorizing AWR to market a voluntary water service and sewer lateral**  
7 **insurance program to SFPUC residential customers in San Francisco in exchange for**  
8 **payment of \$3.61 per month to SFPUC for each enrolled customer, for a term of four**  
9 **years to commence upon Board approval and anticipated revenue of \$1,000,000 or**  
10 **more to SFPUC, subject to approval by the Board of Supervisors under Charter,**  
11 **Section 9.118(a).**

12  
13 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) seeks to enter  
14 into an agreement with a qualified proposer to market a voluntary water service and sewer  
15 lateral protection program to SFPUC’s residential customers whose water service line is  
16 equal to or less than two inches; and

17 WHEREAS, It is necessary to proactively inform SFPUC’s residential customers of  
18 potential utility interruptions, in order to ensure continuous critical utility services and  
19 communication of applicable San Francisco Public Works Codes; and

20 WHEREAS, The Request for Proposals was advertised on January 26, 2018; and

21 WHEREAS, The Agreement is anticipated to begin in June 2019 and end in June  
22 2023, with a duration of 4 years; and

23 WHEREAS, Review of the proposals resulted in the establishment of American Water  
24 Resources as the highest scoring, responsible, and qualified proposer; and

1           WHEREAS, In exchange for SFPUC support and use of the SFPUC logo, American  
2 Water Resources will compensate SFPUC \$3.61 per month for each customer enrolled in  
3 their program; and

4           WHEREAS, Because the anticipated revenue to the SFPUC under this Agreement is  
5 \$1,000,000 or more, the Agreement requires approval of the Board of Supervisors under  
6 Charter, Section 9.118(a); and

7           WHEREAS, Contract Monitoring Division (CMD) subconsulting goals are not  
8 applicable for this agreement; and

9           WHEREAS, The firms being awarded a contract by the SFPUC must be in compliance  
10 with the Equal Benefits Provisions of Chapter 12B of the City’s Administrative Code either at  
11 the time of the award, or within two weeks of the date of the Commission award; failure of the  
12 bidder to obtain compliance certification from CMD may, in the General Manager’s sole  
13 discretion, result in re-advertising and re-selecting consultants at the discretion of the City;  
14 and

15           WHEREAS, On March 12, 2019, the SFPUC passed Resolution No. 19-0052  
16 approving the selection of American Water Resources, and authorizing the General Manager  
17 to execute Agreement No. PRO.0086, Residential Service Line Protection Program, with  
18 American Water Resources with a duration not-to-exceed four years; now, therefore be it

19           RESOLVED, That the Board of Supervisors hereby approves the selection of  
20 American Water Resources and authorizes the General Manager of SFPUC to execute  
21 Agreement No. PRO.0086, Residential Service Line Protection Program, with American  
22 Water Resources (“AWR”) to market a voluntary water service and sewer lateral protection  
23 program to SFPUC’s residential customers whose water service line is equal to or less than  
24 two inches with a duration not-to-exceed four years, subject to approval by the Board of  
25 Supervisors under Charter, Section 9.118(a); and, be it

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

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