

File No. 100301

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 3/31/10

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Gail Johnson

Date 3/26/10

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Approve Limit on Indemnification Liability of Prospective Consultant.]

2
3 **Resolution approving proposed limit on indemnification liability of prospective**
4 **construction management consultant for the proposed Calaveras Dam Replacement**
5 **Project, pursuant to Administrative Code Section 6.42(C).**

6
7 WHEREAS, As part of the Water System Improvement Program, the San Francisco
8 Public Utilities Commission ("SFPUC") has proposed the Calaveras Dam Replacement
9 Project ("CDRP") that, if approved and constructed, would replace the existing dam with a
10 new earth and rock fill embankment dam to re-establish water delivery reliability and meet
11 current seismic safety design requirements; and

12 WHEREAS, The design of the proposed replacement dam is conservative and is
13 expected to provide safe operation for many decades; and

14 WHEREAS, As with other similar dam construction projects, construction of the
15 proposed CDRP involves inherent risks associated with the potential consequences of failure
16 of the existing dam if an extreme event were to occur during construction (e.g., probable
17 maximum flood and/or maximum credible earthquake); and

18 WHEREAS, In addition to the inherent risks associated with the construction of earth
19 and rock fill embankment dams described above, the proposed CDRP involves the presence
20 of naturally occurring asbestos (NOA), a risk not typically encountered in most large dam
21 construction projects; and

22 WHEREAS, The planning and design process for the proposed CDRP has
23 incorporated numerous requirements into the construction plans and specifications to
24 effectively mitigate the risks; and

1 WHEREAS, as with other similar large dam construction projects, some inherent risk
2 remains; and

3 WHEREAS, to help manage risk during construction, the SFPUC has determined that it
4 is necessary to procure the services of a qualified construction management consultant to
5 provide specialized construction management services, during both the pre-construction
6 phase, as well as during the proposed construction phase, to supplement SFPUC staff for the
7 proposed CDRP; and

8 WHEREAS, On February 22, 2010, the SFPUC advertised a request for proposals
9 ("RFP") seeking proposals from qualified construction management consultants for the
10 proposed CDRP, a copy of which is on file with the Clerk of the Board of Supervisors in File
11 No. 10030, which is hereby declared to be a part of this Resolution as if set forth fully herein;
12 and

13 WHEREAS, The RFP states that SFPUC anticipates awarding to the selected
14 construction management consultant a professional services agreement for a total amount not
15 to exceed thirty-eight million dollars (\$38,000,000); provided that work under any contract
16 award would be limited to the pre-construction phase, pending a determination by the San
17 Francisco Public Utilities Commission and this Board as to whether to approve the Project and
18 adopt findings pursuant to the California Environmental Quality Act (CEQA); and

19 WHEREAS, The deadline for submitting proposals in response to the RFP is April 8,
20 2010; and

21 WHEREAS, Article III of Chapter 6 of the Administrative Code governs professional
22 services contracting for public work projects, including contracts for construction management
23 services; and

24 WHEREAS, Section 6.42(C) of the Administrative Code provides that all professional
25 services contracts awarded under Chapter 6, including contracts for construction

1 management services, must require the consultant to fully indemnify the City to the maximum
2 extent provided by law, such that each consultant must save, keep, bear harmless and fully
3 indemnify the City and County and any of its officers or agents from any and all liability,
4 damages, claims, judgments or demands for damages, costs or expenses in law or equity that
5 may at any time arise; and

6 WHEREAS, Section 6.42(C) further provides that the indemnification requirement may
7 not be waived or abrogated in any way for any contract without the recommendation of the
8 City's Risk Manager and the express permission and approval of the Board of Supervisors;
9 and

10 WHEREAS, As part of the standard project development process, SFPUC staff
11 conducted outreach with the construction management consulting community to determine
12 the level of interest in performing construction management services for the proposed CDRP;
13 and

14 WHEREAS, During SFPUC's outreach efforts, several potentially qualified construction
15 management consultants informed SFPUC staff that, in light of the risks associated with the
16 proposed CDRP, the consultants would not agree to perform construction management
17 services for the proposed CDRP unless the City agreed to a reasonable limitation on
18 consultant's indemnification liability; and

19 WHEREAS, SFPUC staff has confirmed that other public entities, including the San
20 Diego County Water Authority and the American Power Company, have provided limits on
21 indemnification liability for consultants performing construction management services for large
22 dam construction projects; and

23 WHEREAS, Based on the feedback from prospective consultants and the practices of
24 other public entities that have successfully completed similar dam projects, the SFPUC, in
25 consultation with the City's Risk Manager and the City Attorney's Office, developed the

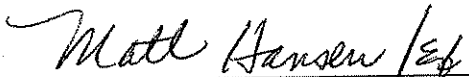
1 proposed limit on consultant's indemnification liability set forth in Paragraph 16(b)(4) of
2 Appendix C to the RFP; and

3 WHEREAS, The proposed limit caps consultant's cumulative indemnification liability at
4 seventy-five million dollars (\$75,000,000), and excludes specific types of damages or liabilities
5 from the liability limit, including (i) damages caused by Contractor's gross negligence, reckless
6 conduct, willful acts or omissions, fraud, or illegal or unlawful acts; (ii) statutory damages
7 specified in this Agreement; (iii) Contractor's obligation to indemnify and defend the City for
8 intellectual property infringement; (iv) wrongful death caused by Contractor; and (v) punitive or
9 treble damages. None of the foregoing are capped; and

10 WHEREAS, On March 9, 2010, under Resolution No. _____, the San Francisco Public
11 Utilities Commission authorized the General Manager of the SFPUC to seek this Board's
12 approval of the proposed liability limit pursuant to Administrative Code Section 6.42(C); now,
13 therefore, be it

14 RESOLVED, That this Board of Supervisors hereby approves the proposed limit on
15 consultant's indemnification liability for the proposed CDRP construction management
16 contract, pursuant to Administrative Code Section 6.42(C), in substantially the form on file with
17 the Clerk of the Board, and in such final form as approved by the General Manager and City
18 Attorney.

19
20
21 Recommended:

22 

23 Matt Hansen
24 Director, Risk Management Division
25

Item 3 File 10-0301	Department(s): Public Utilities Commission (PUC)
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EXECUTIVE SUMMARY**Legislative Objective**

- Resolution approving a \$75,000,000 limit on the indemnification liability of the prospective construction management consultant for the proposed PUC Calaveras Dam Replacement Project (CDRP).

Key Points

- Chapter 6 Article 3 of the Administrative Code governs professional services contracting for public work projects, including the subject CDRP construction management consultant contract. Section 6.42(C) of the Administrative Code states that all professional services contracts awarded under Chapter 6 require the consultant to fully indemnify the City to the maximum extent provided by law.
- Section 6.42 can only be waived with recommendation from the City's Risk Manager and approval by the Board of Supervisors.
- The City's Risk Manager has recommended approval of the proposed resolution based upon the following factors: (a) naturally occurring risks present in this project unlikely to be caused by the construction manager, (b) feedback from potential responders to the RFP, (c) benchmarks in other jurisdictions, and (d) trends in the insurance industry.

Fiscal Impact

- There is no direct fiscal impact resulting from approval of the proposed resolution. However, should there be damages resulting from the activities of the CDRP construction management consultant, the City would be liable for damages in excess of \$75,000,000, even if said damage results from the construction management consultant's negligence, excluding gross negligence.

Policy Considerations

- The deadline for submitting proposals in response to the CDRP construction management RFP is April 8, 2010. If the proposed resolution is approved, the PUC intends to notify the bidders, to encourage more potential bidders to submit a proposal in response to the RFP.
- If approved, the proposed resolution would result in the City's first limit on the indemnification liability for a construction management consultant. The Budget Analyst notes that this could potentially set a new precedent for future similar construction management contracts.

Recommendation

- Given that the proposed resolution involves the waiving of a standard contract provision governed by the City's Administrative Code, approval of the proposed resolution is a policy matter for the Board of Supervisors.

BACKGROUND/MANDATE STATEMENT**Background**

The Calaveras Dam Replacement Project (CDRP) is one of the 85 projects included in the PUC's Water System Improvement Program (WSIP)¹. The Calaveras Dam, located on Calaveras Creek in the Diablo Mountain Range on the border between Alameda and Santa Clara counties, is an earth fill dam that creates the Calaveras Reservoir. The Calaveras Reservoir is the largest local (Bay Area) reservoir in the PUC system.

The Calaveras Dam is located near a seismically active fault zone and in 2001 was determined to be seismically vulnerable. The CDRP will replace the existing dam with a new earth and rock fill embankment dam that will accommodate a public water supply reservoir of the same size as the original (96,850 acre-feet, or 31 billion gallons of local watershed runoff) which will meet current seismic safety design requirements. Since 2001, the California Department of Water Resources, Division of Safety of Dams (DSOD) has limited the amount of water that can be stored in the Calaveras Reservoir to approximately 40 percent of its full storage capacity until the seismic safety deficiencies are corrected.

The CDRP has a total estimated cost of \$432,000,000, including an estimated \$38,000,000 for a construction management consultant to be funded by Water Revenue Bonds subject to Board of Supervisors appropriation approval.

On February 22, 2010 the PUC advertised a Request for Proposals (RFP) seeking proposals from qualified construction management consultants for the proposed CDRP. The construction management consultant will be required to provide qualified construction management personnel to manage project construction and other construction management services. The deadline for submitting proposals to the PUC is April 8, 2010. The PUC anticipates awarding the contract to the selected construction management consultant in June of 2010 and work would begin under the contract in August of 2010. Final environmental certification and approval of the CDRP is planned for August of 2010, such that construction is expected to begin in Spring of 2011 and is expected to be completed in December of 2015.

Mandate Statement

Chapter 6 Article 3 of the City's Administrative Code governs professional services contracting for public work projects, including the subject CDRP construction management consultant contract. Section 6.42(C) of the Administrative Code states that all professional services contracts awarded under Chapter 6 must require the consultant to fully indemnify the City to the

¹The WSIP is a \$4,585,556,000, multi-year program to rebuild the PUC's aging water system, which stretches from Hetch Hetchy Valley in Yosemite National Park to San Francisco. Propositions A and E, which were approved by the San Francisco voters on November 4, 2002, authorized the issuance of Water Revenue Bonds to finance the WSIP, consisting of 85 separate projects designed to provide increased water delivery and seismic reliability throughout the Hetch Hetchy water system.

maximum extent provided by law (“the indemnification requirement”). According to Mr. John White of the City Attorney’s Office, the maximum extent provided by law is governed by California Civil Code Section 2782, which discussed indemnification and construction contracts. The maximum extent provided by the law does not have a dollar value.

Section 6.42(C) of the Administrative Code further states that the indemnification requirement may not be waived or abrogated in any way for any contract without the recommendation of the City’s Risk Manager and the express permission and approval of the Board of Supervisors.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would place a limit of \$75,000,000 on the consultant’s indemnification liability for the CDRP construction management contract. This means that the construction management consultant would be limited to paying \$75,000,000 in damages, even if the consultant’s negligence (if not considered gross negligence) caused damages greater than \$75,000,000.

The \$75,000,000 limit would exclude the following categories of damages:

- Damages caused by the contractor’s gross negligence, reckless conduct, willful acts or omissions, fraud, or illegal or unlawful acts;
- Statutory damages specified in the proposed contract;
- Contractor’s obligation to indemnify and defend the City for intellectual property infringement;
- Wrongful death caused by the contractor; and
- Punitive or treble damages.

According to Mr. White, in contrast to ordinary negligence, which California courts define as a failure to exercise the degree of care that a reasonable person under similar circumstances would employ to protect others from harm, California courts define gross negligence as an extreme departure from the ordinary standard of conduct, as informed by the facts in the particular situation.

On March 9, 2010, the PUC approved Resolution 10-0039 authorizing the General Manager of the PUC to seek Board of Supervisors approval of the proposed \$75,000,000 limit on consultant’s indemnification liability for the CDRP construction management contract.

Rationale for Proposed Indemnification Liability Limit

As noted above, Section 6.42(C) of the Administrative Code states that the indemnification requirement may not be waived or abrogated in any way for any contract without the recommendation of the City’s Risk Manager and the express permission and approval of the

Board of Supervisors. The City's Risk Manager, Mr. Matt Hansen, is recommending waiving the subject requirements of Section 6.42(C) for the CDRP construction management consultant. According to Mr. Hansen, the PUC will only limit indemnification liability for the construction management consultant for the CDRP. Mr. Hansen states that the other contractors for the CDRP, including design and construction contractors, will be required to fully indemnify the City to the maximum extent provided by law, as required under Section 6.42(C) of the City's Administrative Code.

Mr. Hansen advises that the rationale for capping the CDRP construction management consultant's indemnification liability involves the following interrelated issues and factors: (a) naturally occurring risks present in this project unlikely to be caused by the construction manager, (b) feedback from potential responders to the RFP, (c) benchmarks in other jurisdictions, and (d) trends in the insurance industry.

Naturally Occurring Risks Present in this Project: As with other similar dam construction projects, construction of the proposed CDRP involves inherent risks associated with the potential consequences of failure of the existing dam if an extreme event, such as flooding or earthquake, were to occur during construction. In addition to the inherent risks associated with the construction of earth and rock fill embankment dams, there is naturally occurring asbestos at the construction site, which is described in Section 11.29 of the RFP. According to Mr. Dan Wade, Project Manager for the CDRP, the planning and design process for the proposed CDRP has incorporated numerous requirements into the construction plans and specifications to effectively mitigate the risks.

However, risks associated with construction of an earth- and rock-fill dam project, and in particular the CDRP, are generally higher than risks associated with most PUC construction management contracts. As noted above, other contracts, including the design engineering and construction CDRP contracts do not contain limits on indemnity for the contractors' performance; PUC staff state that they consider the cause of any catastrophic liability to more likely be attributed to the design or construction contractor.

Feedback from Potential Responders to the RFP: Mr. Wade of the PUC states that the pool of bidders will likely be reduced without a cap on liability. Due to the size and specialized nature of the proposed construction management contract for the CDRP, there are relatively few qualified firms that can perform the work. Leading up to the release of the RFP, Mr. Wade states that he was in contact with four qualified firms, three of which were considering submitting a proposal and expressed concern about the indemnification clause and/or other issues with the PUC's standard contract terms. Mr. Wade states that two of the firms specifically indicated that they were concerned about limitations of liability, and one of those firms suggested a cap on liability as a possible solution. The PUC is concerned that by failing to cap the liability, the consequence could be that highly-qualified firms would abstain from bidding, thus potentially increasing the risk of financial losses or liability.

Benchmarks in Other Jurisdictions: Mr. Wade states that other public entities and regulated utilities have provided limits on indemnification liability for consultants performing construction management services for large dam construction projects. For example, Mr. Wade notes that

San Diego County Water Authority has implemented a \$20 million cap on liability for the construction management contract for the San Vicente Dam Raise project, and has put in place an Owner-Controlled Insurance Program (OCIP) which would cover the first \$20 million in liability. (The construction management consultant would then be responsible to cover the next \$20 million, for a total of \$40 million.) Mr. Wade also notes that American Municipal Power Company, a non-profit owner of dams and hydropower facilities that represents 130 municipal members, is currently engaged in a \$2 billion retrofit of four dams and hydropower facilities, with a \$15 million liability cap on a \$30 million construction management contract, as well as an OCIP for each of the four dam sites to supplement the construction management contractor's risk coverage. Mr. Wade states that he is aware of three other public entities and regulated utilities involved in dam projects, which have implemented caps on the construction management contractor's liability: San Luis Obispo County in California, Puget Sound Energy in Washington, and BC Hydro in British Columbia. He further states that there may be others of which he is not aware. This information is based on Mr. Wade's verbal discussions with public entities, regulated utilities, and consultants.

Trends in the Insurance Industry: According to Mr. Hansen, there has been an insurance industry trend to request that construction management firms cap or limit their contractual liability to coincide with the risk of their actual work rather than the risk of an entire project, since construction management firms tend to provide limited scope of services. Mr. Hansen states further that insurance underwriting standards have been tightening in general, starting in the financial and actuarial services due to last years financial market risks, but the standards have also affected other firms that are required to carry both professional and general liability (e.g. architects, engineers, and construction managers).

FISCAL ANALYSIS

There would be no immediate fiscal impact resulting from approval of the proposed resolution. However, should there be damages resulting from the activities of the construction management consultant, the City would be liable for damages in excess of \$75,000,000, even if said damage results from the construction management consultant's negligence, excluding gross negligence.

The RFP for construction management services for the CDRP states that the PUC anticipates awarding a contract not-to-exceed \$38,000,000 to the selected consultant. According to Mr. Wade, \$75,000,000 was chosen as an appropriate liability limit because \$75,000,000 is approximately two times the anticipated fee of \$38,000,000 for the construction management contract for the CDRP. Mr. Wade states that one of the firms suggested that this was the maximum amount it could justify internally and be able to sign a contract with the City as a reasonable way to balance risk for issues outside of their direct control.

Further, through consultation with other public entities and regulated utilities who have implemented caps on liability for dam projects, Mr. Wade learned that their maximum liability limits were much lower for similar sized projects (i.e., their caps were \$20 million or less).

However, as noted above, some of these public entities and regulated utilities also have an Owner-Controlled Insurance Program (OCIP) to supplement their risk coverage. According to Mr. Wade, because the PUC does not have an OCIP, a higher cap on the PUC's construction management consultant liability is justified.

In response to an inquiry from the Budget and Legislative Analyst regarding the City's potential exposure in the event of a worst case scenario, Mr. Hansen states "it is impossible to speculate on the nature and scope of an event that may be related to the construction manager's negligence in excess of \$75,000,000."

POLICY CONSIDERATIONS

Timing with RFP

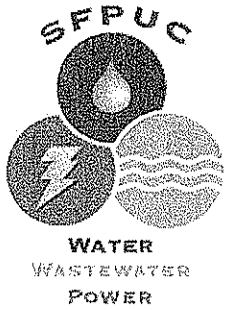
The deadline for submitting proposals in response to the PUC's CDRP construction management RFP is April 8, 2010. According to Mr. Wade, if the proposed resolution is approved, the PUC plans to immediately notify all of the potential bidders, to encourage all potential bidders to submit a proposal.

Precedent Setting for Future Contracts

According to Mr. Hansen, if approved, the proposed resolution would result in the City's first limit on the indemnification liability for a construction management consultant. The Budget Analyst notes that this would potentially set a new precedent for future similar high risk construction management consultant contracts. In response, the PUC stated: "This project is unique and dissimilar from other construction projects typically implemented by the PUC. Dams, in general, are very unique and carry higher natural risks than other types of projects. The last time the PUC constructed a large dam was in the early 1960s, which underscores the need to procure a world-class consultant to help manage risks during construction."

RECOMMENDATION

Given that the proposed resolution would waive a standard contract provision governed by the City's Administrative Code, approval of the proposed resolution is a policy matter for the Board of Supervisors.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554.3488



TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Nathan Purkiss, 554-3404

DATE: March 8, 2010

SUBJECT: Resolution approving proposed limit on indemnification liability of prospective construction management consultant for the proposed Calaveras Dam Replacement Project

GAVIN NEWSOM
MAYOR

F.X. CROWLEY
PRESIDENT

FRANCESCA VIETOR
VICE PRESIDENT

ANN MOLLER CAEN
COMMISSIONER

JULIET ELLIS
COMMISSIONER

ANSON B. MORAN
COMMISSIONER

ED HARRINGTON
GENERAL MANAGER

Please find the original and 4 copies of the resolution attached to this cover memorandum, as well as supplemental materials regarding the resolution.

Attached is a resolution approving the limit on indemnification liability of prospective consultant for the proposed Agreement No. CS-911R, Calaveras Dam Replacement Project - WSIP Construction Management Services, and authorizing the General Manager to seek Board approval of the limit pursuant to Administrative Code section 6.42(C). A copy of the *unsigned* SFPUC Resolution authorizing the proposed limit is provided for the file. A copy of the *signed* SFPUC Resolution will be provided after the SFPUC Commission meeting on March 9, 2010.

If you have any questions, please feel free to contact either Nathan Purkiss (554-3404) or the project manager for the Calaveras Dam Replacement, Dan Wade (554-1853).

Departmental representative to receive a copy of the adopted resolution:

Name: Nathan Purkiss

Phone: 554-3404

Interoffice Mail Address: 1155 Market Street, 11th Floor

BY _____
AK

2010 MAR - 8 PM 12: 02

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO



AGENDA ITEM
Public Utilities Commission
City and County of San Francisco



DEPARTMENT Water Enterprise AGENDA NO. _____
 MEETING DATE March 9, 2010

Professional Services Agreement: Regular Calendar
Project Manager: Daniel L. Wade

Agreement No. CS-911R - Calaveras Dam Replacement Project Construction Management (CM) Services

<p>Summary of Proposed Commission Action:</p>	<p>Approve limit on indemnification liability of prospective consultant for the proposed Agreement No. CS-911R, Calaveras Dam Replacement Project - WSIP Construction Management Services, and authorize the General Manager to seek Board approval of the limit pursuant to Administrative Code section 6.42(C).</p>
<p>Background & Description of Scope of Services:</p>	<p>Background:</p> <p>As part of the Water System Improvement Program, the San Francisco Public Utilities Commission ("SFPUC") has proposed the Calaveras Dam Replacement Project ("CDRP") that, if approved and constructed, would replace the existing dam with a new earth and rock fill embankment dam to re-establish water delivery reliability and meet current seismic safety design requirements.</p> <p>The design of the proposed replacement dam is conservative and is expected to provide safe operation for many decades. However, as with other similar dam construction projects, construction of the proposed CDRP involves inherent risks associated with the potential consequences of failure of the existing dam if an extreme event were to occur during construction (e.g., probable maximum flood and/or maximum credible earthquake). In addition, the proposed CDRP involves the presence of naturally occurring asbestos (NOA), a risk not typically encountered in most large dam construction projects. The planning and design process for the proposed CDRP has incorporated numerous requirements into the construction plans and specifications to effectively mitigate the risks. Nevertheless, as with other similar large dam construction projects, some inherent risk</p>

APPROVAL:

DEPARTMENT / BUREAU _____

FINANCE Todd L. Rydstrom

COMMISSION SECRETARY Mike Housh

GENERAL MANAGER Ed Harrington

remains.

To help manage risk during construction, the SFPUC has determined that it is necessary to procure the services of an expert qualified construction management consultant to provide specialized construction management services, both during the pre-construction phase and the proposed construction phase, to supplement SFPUC staff for the proposed CDRP. On February 22, 2010, the SFPUC advertised a request for proposals ("RFP") seeking proposals from qualified construction management consultants for the CDRP in an amount not to exceed \$38,000,000, provided that work under any contract award would be limited to the pre-construction phase, pending a determination by the San Francisco Public Utilities Commission and this Board as to whether to approve the Project and adopt findings pursuant to the California Environmental Quality Act (CEQA). The deadline for submitting proposals in response to the RFP is April 8, 2010.

Article III of Chapter 6 of the Administrative Code governs professional services contracting for public work projects, including contracts for construction management services. Section 6.42(C) of the Administrative Code provides that all professional services contracts awarded under Chapter 6, including contracts for construction management services, must require the consultant to fully indemnify the City to the maximum extent provided by law. As part of the standard project development process, SFPUC staff conducted outreach with the construction management consulting community to determine the level of interest in performing construction management services for the CDRP. During those efforts, several potentially qualified construction management consultants informed SFPUC staff that, in light of the risks associated with the proposed CDRP, the consultants would not agree to perform construction management services for the proposed CDRP unless the City agreed to a reasonable limitation on consultant's indemnification liability.

SFPUC staff has confirmed that other public entities, including the San Diego County Water Authority and the American Municipal Power Company, among others, have recently provided limits on indemnification liability for consultants performing construction management services for large dam construction projects.

Based on the feedback from prospective consultants and the practices of other public entities that have successfully completed similar dam projects, the SFPUC, in consultation with the City's Risk Manager and the City Attorney's Office, developed the proposed limit on consultant's indemnification liability set forth in Paragraph 16(b)(4) of Appendix C to the RFP. The proposed limit caps consultant's cumulative indemnification liability at seventy-five million dollars (\$75,000,000), and excludes specific types of damages or liabilities

	<p>from the liability limit, including (i) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud, or illegal or unlawful acts; (ii) statutory damages specified in this Agreement; (iii) Contractor's obligation to indemnify and defend the City for intellectual property infringement; (iv) wrongful death caused by Contractor; and (v) punitive or treble damages. None of the foregoing are capped.</p> <p>This Commission action is needed to approve the proposed limit on consultant's indemnification liability for the CS-911R CDRP construction management services contract, and to seek Board of Supervisors approval pursuant to Administrative Code Section 6.42(C). Subsequent Commission action will be required to approve an award of the proposed contract.</p> <p>Description of Scope of Services:</p> <p>The work described in the RFP published February 22, 2010 for this agreement consists of the following:</p> <ul style="list-style-type: none"> • <u>Pre-Construction Phase Services</u>, including review of the design engineer's construction schedule, constructability reviews, bid and award phase assistance, assistance with permits and rights-of-way, public outreach, development of various plans required for management of the work, and other support activities necessary for the award of the construction contract and initiation of the construction work; and • <u>Construction Phase Services</u>, including management and administration of the construction contract, quality assurance (QA) services including testing and field investigations, environmental compliance monitoring and support, naturally occurring asbestos compliance monitoring and support, assistance with implementation of the Project Labor Agreement (PLA), assistance with SFPUC's public outreach effort, testing and startup management and assistance with acceptance of the construction work and contract close-out.
<p>Result of Inaction:</p>	<p>Inaction or delay in approving the limit on indemnification liability would discourage qualified firms to bid on CS-911R Calaveras Dam Replacement Project - WSIP Construction Management Services and would potentially leave proposed CUW37401 Calaveras Dam Replacement Project lacking in construction management support.</p>
<p>Budget & Costs:</p>	<p>The Not to Exceed Amount listed in the RFP is \$38,000,000. Funds will be available at the time of award of the agreement from Project CUW37401 - Calaveras Dam Replacement.</p>

Agreement: CS-911R Calaveras Dam Replacement Project Construction Management (CM) Services
Commission Meeting Date: March 9, 2010

Schedule:	The proposal was advertised on February 22, 2010. Services are anticipated to begin in August, 2010 and end in December, 2015.
Recommendation:	SFPUC staff recommends that the Commission adopt the attached resolution.
Attachment:	1. SFPUC Resolution

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, As part of the Water System Improvement Program, this Commission has proposed the Calaveras Dam Replacement Project ("CDRP") that, if approved and constructed, would replace the existing dam with a new earth and rock fill embankment dam to re-establish water delivery reliability and meet current seismic safety design requirements; and

WHEREAS, The design of the proposed replacement dam is conservative and is expected to provide safe operation for many decades; and

WHEREAS, as with other similar dam construction projects, construction of the proposed CDRP involves inherent risks associated with the potential consequences of failure of the existing dam if an extreme event were to occur during construction (e.g., probable maximum flood and/or maximum credible earthquake); and

WHEREAS, In addition to the inherent risks associated with the construction of earth and rock fill embankment dams described above, the proposed CDRP involves the presence of naturally occurring asbestos (NOA), a risk not typically encountered in most large dam construction projects; and

WHEREAS, The planning and design process for the proposed CDRP has incorporated numerous requirements into the construction plans and specifications to effectively mitigate the risks; and

WHEREAS, as with other similar large dam construction projects, some inherent risk remains; and

WHEREAS, to help manage risk during pre-construction and construction phases, this Commission has determined that it is necessary to procure the services of a qualified construction management consultant to provide specialized construction management services to supplement SFPUC staff for the proposed CDRP; and

WHEREAS, On February 22, 2010, SFPUC staff advertised a request for proposals ("RFP") seeking proposals from qualified construction management consultants for the proposed CDRP; and

WHEREAS, The RFP states that SFPUC anticipates awarding to the selected construction management consultant a professional services agreement for a total amount not to exceed thirty-eight million dollars (\$38,000,000), provided that work under any contract award would be limited to the pre-construction phase, pending a determination by the San Francisco Public Utilities Commission and the Board of Supervisors as to whether to approve the Project and adopt findings pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, The deadline for submitting proposals in response to the RFP is April 8, 2010; and

WHEREAS, Article III of Chapter 6 of the Administrative Code governs professional services contracting for public work projects, including contracts for construction management services; and

WHEREAS, Section 6.42(C) of the Administrative Code provides that all professional services contracts awarded under Chapter 6, including contracts for construction management services, must require the consultant to fully indemnify the City to the maximum extent provided by law, such that each consultant must save, keep, bear harmless and fully indemnify the City and County and any of its officers or agents from any and all liability, damages, claims, judgments or demands for damages, costs or expenses in law or equity that may at any time arise; and

WHEREAS, Section 6.42(C) further provides that the indemnification requirement may not be waived or abrogated in any way for any contract without the recommendation of the City's Risk Manager and the express permission and approval of the Board of Supervisors; and,

WHEREAS, As part of the standard project development process, SFPUC staff conducted outreach with the construction management consulting community to determine the level of interest in performing construction management services for the CDRP; and

WHEREAS, During SFPUC's outreach efforts, several potentially qualified construction management consultants informed SFPUC staff that, in light of the risks associated with the proposed CDRP, the consultants would not agree to perform construction management services for the CDRP unless the City agreed to a reasonable limitation on consultant's indemnification liability; and

WHEREAS, SFPUC staff has confirmed that other public entities, including the San Diego County Water Authority and the U.S. Army Corps of Engineers, have provided limits on indemnification liability for consultants performing construction management services for large dam construction projects; and

WHEREAS, Based on the feedback from prospective consultants and the practices of other public entities that have successfully completed similar dam projects, the SFPUC, in consultation with the City's Risk Manager and the City Attorney's Office, developed the proposed limit on consultant's indemnification liability set forth in Paragraph 16(b)(4) of Appendix C to the RFP; and

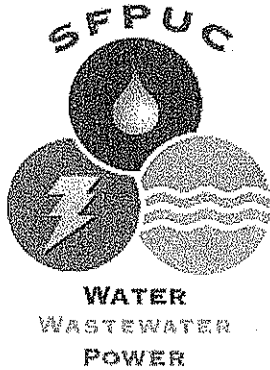
WHEREAS, The proposed limit caps consultant's cumulative indemnification liability at seventy-five million dollars (\$75,000,000), and excludes specific types of damages or liabilities from the liability limit, including (i) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud, or illegal or unlawful acts; (ii) statutory damages specified in this Agreement; (iii) Contractor's obligation to indemnify and defend the City for intellectual property infringement; (iv) wrongful death caused by Contractor; and (v) punitive or treble damages. None of the foregoing are capped; now, therefore be it

RESOLVED, that this Commission hereby authorize the General Manager of the SFPUC to seek the Board of Supervisor's approval of the proposed liability limit pursuant to Administrative Code Section 6.42(C); and, be it

FURTHER RESOLVED, That this Commission hereby approves the proposed limit on consultant's indemnification liability for the proposed CDRP construction management contract, pursuant to Administrative Code Section 6.42(C), in substantially the form on file with the Commission Secretary, and in such final form as approved by the General Manager and City Attorney, provided that Commission action is required to approve an award of the proposed CERP construction management contract.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *March 9, 2010*

Secretary, Public Utilities Commission



SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Infrastructure Division: Construction Management Bureau

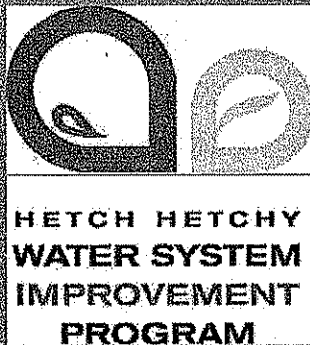
Request for Proposals

AGREEMENT No. CS-911R

**CALAVERAS DAM REPLACEMENT PROJECT
CONSTRUCTION MANAGEMENT (CM) SERVICES**

February 22, 2010

**CONTRACT ADMINISTRATION BUREAU
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
1155 MARKET STREET, 9TH FLOOR
SAN FRANCISCO, CALIFORNIA 94103**



REQUEST FOR PROPOSAL
CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
Infrastructure Division: Construction Management Bureau
San Francisco Water System Improvement Program
Agreement No. CS-911R
Calaveras Dam Replacement Project
Construction Management (CM) Services

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SFPUC/P-590 (8.07)
OCA/P-590 (9.06)

Acronyms and Abbreviations

AAR	Alternative Analysis Report
ACDD	Alameda Creek Diversion Dam
ADAS	Automated Data Acquisition System
AF	Acre-Feet
ACI	American Concrete Institute
AGM	Assistant General Manager
ASCE	American Society of Civil Engineers
BAAQMD	Bay Area Air Quality Management District
BAWSCA	Bay Area Water Supply and Conservation Agency
BEM	SFPUC Bureau of Environmental Management
CAC	Certified Asbestos Consultant
CAL/OSHA	California Occupational Safety and Health Administration
CAMP	Comprehensive Air Monitoring Program
CCM	Consultant Construction Manager
CCSF	City and County of San Francisco
CDFG	California Department of Fish and Game
CDRP	Calaveras Dam Replacement Project
CEQA	California Environmental Quality Act
CER	Conceptual Engineering Report
CIH	Certified Industrial Hygienist
CIP	Capital Improvement Program
CM	Construction Manager
CMB	SFPUC Construction Management Bureau
CMIS	Construction Management Information System
CP	Competent Person
CPI	Consumer Price Index
CPM	Critical Path Method
CSI	Construction Specifications Institute
CTAP	Calaveras Technical Advisory Panel

Acronyms and Abbreviations (continued...)

DMP	Dust Mitigation Plan
DPR	Department of Parks and Recreation
DRA	Dispute Resolution Advisor
DRB	Dispute Resolution Board
DSOD	California Department of Water Resources, Division of Safety of Dams
ECCM	WSIP Environmental Construction Compliance Manager
EIC	Earned Income Credit
EIR	Environmental Impact Report
EMB	SFPUC Engineering Management Bureau
EPM	SFPUC Environmental Project Manager
FAC	Forecast at Complete
FCA	Field Contracts Administrator
FSHP	First Source Hiring Program
FTC	Forecast to Complete
GBR	Geotechnical Baseline Report
GDR	Geotechnical Data Report
GIR	Geotechnical Interpretive Report
HCAO	Health Care Accountability Ordinance
HLS	Homeland Security Department
HRC	Human Rights Commission
IRS	Internal Revenue Service
IT	Information Technology
JV	Joint Venture
LBE	Local Business Enterprise
LOS	Level of Service
M&TE	Measuring and Testing Equipment
MCO	Minimum Compensation Ordinance
MMRP	Mitigation, Monitoring and Reporting Program
NCR	Non-Conformance Report

Acronyms and Abbreviations (continued...)

NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NOA	Naturally Occurring Asbestos
NOACM	Naturally Occurring Asbestos Compliance Manager
NPDES	National Pollutant Discharge Elimination System
NTP	Notice to Proceed
ODC	Other Direct Cost
OE	Office Engineer
OSHA	Occupational Safety and Health Administration
O&M	Operations and Maintenance
PCM	Program Construction Manager
PCSB	SFPUC Program Controls and Support Bureau
PE	Project Engineer
PM	Project Manager
PMB	SFPUC Project Management Bureau
PPAS	Positive Pressure Air Systems
PO	Purchase Order
P6.2	Primavera Project Planner, Version P6.2
QA	Quality Assurance
QC	Quality Control
RCM	Regional Construction Manager
REC	Regional Environmental Coordinator
RECM	Regional Environmental Compliance Manager
RFC	Request for Clarification
RFI	Request for Information
RFP	Request for Proposals
ROW	Right-of-Way

Acronyms and Abbreviations (continued...)

RPM	Regional Project Manager
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SHPO	State Historic Preservation Officer
SFPUC	San Francisco Public Utilities Commission
SST	Site Surveillance Technician
T&E	Threatened and Endangered
TPC	Total Project Cost
URS	URS Corporation
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
VECP	Value Engineering Change Proposal
WBS	Work Breakdown Structure
WQB	SFPUC Water Quality Bureau
WQMP	Water Quality Monitoring Program
WSIP	Water System Improvement Program

I. INTRODUCTION

I.1 SUMMARY

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco ("City") seeks to retain the services of a qualified Proposer to assist the SFPUC with the Construction Management of the proposed Calaveras Dam Replacement Project (CDRP). The overall purpose of the CDRP is to replace the existing dam with a new earth and rock fill embankment dam that will accommodate a public water supply reservoir of the same size as the original (96,850 AF) and will meet current seismic safety design requirements. The successful Proposer will become the Calaveras Dam Replacement Project Consultant Construction Manager (CCM) and will be required to provide fully qualified and highly experienced construction management personnel to manage the construction of the project. The Proposer may also be called upon to provide other related construction management services during the term of the Professional Services Agreement (Agreement). Such services could include specialized services at the discretion of the SFPUC. The term Proposer shall refer to any legal entity(ies) submitting a proposal in response to this Request for Proposals (RFP).

The SFPUC anticipates awarding to the selected Proposer an Agreement for a total amount not to exceed **\$38,000,000.00 (thirty-eight million dollars)** inclusive of all reimbursable costs. The SFPUC reserves the rights to commence, close, reduce or extend proposer services at any time in response to changing needs. In addition, in response to the ongoing environmental review and permitting processes for the CDRP, the SFPUC may elect at any time not to proceed with or to substantially modify the proposed project, and reserves the right to terminate this Agreement at any time in response to information obtained during the environmental review and permitting processes.

It should also be noted that the Overhead and Profit Schedule's (OPS) billing rates (see Section VII.4.2) to be provided by the Proposer as part of its proposal will be directly incorporated into the Agreement (see Appendix C) as the billing rates. The terms of the Agreement, including the OPS billing rates listed in the submitted OPS will not be negotiable. In addition, some or all of the detailed tasks, sub-tasks and subtask activity descriptions (see Section VII.3.D) provided by Proposer as part of its proposal may be incorporated into the scope of services section of the Agreement. The SFPUC reserves the right to refine and/or modify the scope of services to incorporate any such activity descriptions, as needed, prior to execution of the Agreement.

Given the significant size of the Water System Improvement Program (WSIP), numerous construction management firms are anticipated, so the SFPUC has therefore attempted to define expectations and an overall consistent approach to managing the WSIP and its projects during construction. To that end, a WSIP Construction Management (CM) Plan, WSIP Business Processes and WSIP CM Procedures have been prepared for the WSIP and shall be used as a reference document for this RFP (see Appendix M; WSIP CM Plan).

The WSIP Construction Management Plan (WSIP CM Plan), Business Processes and CM Procedures establish the guidelines and uniform processes, procedures and policies to be followed by the selected Proposers for construction of the WSIP. These documents provide guidance on what is expected regarding the various construction management functions and define the roles and responsibilities of the team members in the organizational structure and the procedures to follow in order to provide a consistent management approach. The SFPUC staff and the professional construction management firms who will manage construction on behalf of the SFPUC will be required to adopt the WSIP CM Plan, Business Processes and CM Procedures in the process of developing their proposals, as well as during development of the Project CM Plan to fit the unique requirements of the specific proposed specialty project.

A WSIP Safety Approach has been prepared for the WSIP, and is a reference document for this RFP (see Appendix N). The WSIP Safety Approach applies to all personnel and companies contracted to work on any project related to the WSIP construction program.

A WSIP CM Plan, WSIP Safety Approach, WSIP CM Business Processes and WSIP CM Procedures are posted on the following link: http://sfwater.org/msc_main.cfm/MC_ID/15/MSD_ID/374

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

Proposers are to direct all inquiries concerning the RFP (other than inquiries at the Pre-submittal Conference) to Bonita McGee at rfp@sfwater.org. All inquiries should include the number and title of the RFP.

I.2 TENTATIVE SCHEDULE

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

Advertisement of RFP	February 22, 2010
Pre-Submittal Conference *	March 11, 2010
Deadline for Proposers to Submit Questions	March 16, 2010
Deadline for Proposers to Submit Proposals	April 8, 2010
Short-Listing and Notification for Oral Interviews	May 5, 2010
Oral Interviews	May 19, 2010
Posting of Proposer Ranking	May 21, 2010
Public Utilities Commission Award and Authorization to Execute Agreement **	June 8, 2010
Board of Supervisor's Approval	July 13, 2010

Proposer to Achieve Vendor Compliance and Execute Agreement ***	July 27, 2010
Notice of Award of Agreement	August 2010
Estimated Notice to Proceed	August 2010

* *Per the SFPUC, attendance at the Pre-Submittal Conference and Site Visit is highly encouraged for all Prime Proposers. Subconsultants are also welcome to attend.*

** *The SFPUC will make a recommendation to the Board of Supervisors to adopt a resolution authorizing the execution of an Agreement with the highest-ranked Proposer to perform the requested services.*

*** *In accordance with Section 9.118 of the San Francisco Charter, the Agreement will be subject to approval by the San Francisco Board of Supervisors. The terms of the Agreement, including the Overhead and Profit Rate and billing rates listed in the submitted OPS will not be negotiable. Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Board of Supervisors' authorization to execute the Agreement may result in the SFPUC executing an Agreement with the next highest ranked Proposer.*

I.3 CONFLICT OF INTEREST

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

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

I.3.1 OBLIGATIONS

It is the obligation of the Proposer, as well as their Subconsultants to determine whether or not participation in another contract constitutes a conflict of interest. While the SFPUC staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subconsultants or team members perform specific

work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various subconsultants is available for reference to consultants making their own determination of potential conflicts. Firms may request a copy of the database by sending an email to the SFPUC at: RFP@sfwater.org with the following information:

- a. Name, address, and contact information of the requesting firm;
- b. Reason for the request; and
- c. Contract number and title of the proposed project for which the firm is considering submittal of a proposal.

This information should not be relied upon as either comprehensive or indisputable. Final determination of the potential for conflict must be made by the Proposers. A court makes the final determination of whether an actual conflict exists. The guidelines below address conflicts under the aforementioned laws, but there are other laws that affect qualifications for a contract.

I.3.2 WORK

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

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.** Since these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design phase of any project.
3. **Pre-planning.** Participation in pre-planning 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. This phase typically does not result in the making of any contract.
 - 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 a preferred 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 under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any firm participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the SFPUC requires a Proposer to rely on in the preparation of their bid.
 8. **Construction.** It is unlikely that participation in construction contracts would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state or local laws.
 9. **General.** Work associated with gathering, assessing, reviewing technical data such as geotechnical investigations, site surveys, condition assessments would likely have conflicts with other work only if the firms were in a position to review their own work.

I.3.3 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.

II. BACKGROUND

II.1 SAN FRANCISCO PUBLIC UTILITIES COMMISSION (SFPUC)

The SFPUC is a City department that provides retail drinking water and sewer services to San Francisco, wholesale water to three other Bay Area Counties; and hydroelectric power to San Francisco's municipal operations. The SFPUC supplies drinking water to 2.5 million customers in the four Bay Area counties of Alameda, Santa Clara, San Mateo and San Francisco. Headquartered at 1155 Market Street in San Francisco, the SFPUC has approximately 2,000 employees with a combined annual operating budget of approximately \$400 million.

The mission of the SFPUC is to:

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

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

II.2 WATER SYSTEM IMPROVEMENT PROGRAM (WSIP)

II.2.1 WATER SYSTEM DESCRIPTION

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

The transmission system (or system) consists of over 280 miles of pipelines; over 60 miles of tunnels, 11 reservoirs, five pump stations, and two water treatment plants. The system traverses three major earthquake faults. The City distribution system (or local system) consists of a network of more than 1,250 miles of pipeline, 12 reservoirs, nine storage tanks, 12 pump stations, eight hydro-pneumatic stations, and 12 chlorination stations, all located within the City of San Francisco.

A Proposer can be the Prime Consultant, JV Partner or Subconsultant on no more than three (3) of the eleven (11) Agreements to be awarded to support the WSIP CM Program.

II.2.2 PROGRAM SCOPE

Following passage of Propositions A and E, 2002 ballot measures that approved financing for water system improvements and long-term stewardship of public utilities, the SFPUC embarked on a multi-billion dollar, multi-year program to rebuild its aging water system. The WSIP will deliver capital improvements that enhance the SFPUC's ability to provide reliable, affordable, high quality water to its 2.4 million customers in an environmentally sustainable manner. The WSIP is structured to cost-effectively ensure water quality, seismic reliability, delivery reliability, and water supply improvements for the future. The program was developed around two fundamental principles – a clean unfiltered water source and a gravity driven system.

The objectives of the WSIP are to:

- Furnish system improvements to provide high quality water that reliably meets all current and foreseeable local, state, and federal requirements;
- Reduce vulnerability of the water system to damage from earthquakes;
- Increase reliability of the system to deliver water by improving redundancy needed to accommodate planned outages for maintenance and unplanned outages resulting from facility failure;
- Provide near-term improvement of water supply/drought protection;
- Set forth long-term water supply/drought management options for technical evaluation, cost analysis, and environmental review;
- Enhance sustainability through improvements that optimize protection of the natural and human environment; and
- Provide improvements resulting in a cost-effective, fully operational water system.

A number of system modeling studies and assessments were performed to identify the improvements required to achieve Levels of Service (LOS) goals established for water quality, seismic reliability, delivery reliability and water supply. The overall scope of the WSIP is based on the results of these planning-level studies and assessments.

The WSIP includes forty six (46) regional projects and forty (40) local projects. The projects are organized geographically into the five (5) following regions: San Joaquin Projects, Bay Division Projects, Sunol Valley Projects, Peninsula Projects and San Francisco Regional Projects. All local projects are located within the City of San Francisco limits.

A Program Environmental Impact Report (PEIR) was prepared for the WSIP and certified by the SF Planning Commission on October 30, 2008, by Motion No. 17734. The SFPUC adopted the findings of the Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA on October 30, 2008, by Resolution No. 08-200.

II.2.3 SFPUC – INFRASTRUCTURE DIVISION

Within the SFPUC, the Infrastructure Division is responsible for providing internal resources to the WSIP, as well as many other SFPUC capital projects not related to the WSIP. Organizational capacity and in-house staff capabilities continue to expand and increase. However, where the Infrastructure Division does not have the expertise, or chooses to supplement staff, consultants need to be hired.

The Assistant General Manager (AGM) for Infrastructure oversees the four (4) bureaus of the Infrastructure Division - Project Management Bureau (PMB), Engineering Management Bureau (EMB), Construction Management Bureau (CMB), and Program Control and Support Bureau (PCSB).

II.2.4 GOVERNMENT PARTICIPATION AND STAKEHOLDERS

In late 2002, the following measures/legislation were enacted to advance the SFPUC WSIP. The list below shows legislation and the oversight bodies that govern the WSIP.

(i) San Francisco Proposition A – Water Bonds

On November 5, 2002, San Francisco voters approved Proposition A which authorized the SFPUC to proceed with immediate implementation of the WSIP (formerly Capital Improvement Program [CIP]) by approving a \$1.6 billion revenue bond measure to fund the City projects and a share of the regional projects. For additional information, access on the Internet:

<http://www.smartvoter.org/2002/11/05/ca/sf/meas/A/>

(ii) San Francisco Proposition E – Revenue Bond Oversight Committee

In November 2002, San Francisco voters approved Proposition E, which created a Revenue Bond Oversight Committee that oversees the use of utility revenue bond funds. For additional information, access *Chapter 5, Article V. Bond Oversight Committees* of the San Francisco Administrative code on the Internet:

<http://www.municode.com/Resources/gateway.asp?pid=14131&sid=5>

(iii) Assembly Bill 1823 - Wholesale Regional Water System Security and Reliability Act

In September 2002, passage of California Assembly Bill 1823 enacted the Wholesale Regional Water Systems Security and Reliability Act, which among other provisions, requires completion schedules for the following regional water system projects: Irvington Tunnel Alternative, Crystal Springs Pump Station and Pipeline, Bay Division Pipeline (BDPL) 1 and 2 - Repair of Caissons/Pipe Bridge, BDPL Pipeline Upgrades at Hayward Fault, Calaveras Fault Crossing Upgrade, Crystal Springs Bypass Pipeline, BDPL Cross Connections 3 and 4, Conveyance Capacity West of Irvington Tunnel, and Calaveras Dam Seismic Improvements. For additional information, access on the Internet:

http://www.leginfo.ca.gov/pub/01-02/bill/asm/ab_1801-1850/ab_1823_bill_20020924_chaptered.html

(iv) Assembly Bill 2058 - Bay Area Water Supply and Conservation Agency

In September 2002, passage of California Assembly Bill 2058 authorized the formation of the Bay Area Water Supply and Conservation Agency (BAWSCA) comprised of twenty-six (26) cities/water districts and two (2) private utilities in Alameda, San Mateo and Santa Clara Counties that purchase water from the City. BAWSCA is authorized to acquire supplemental water supplies, encourage water conservation and the use of recycled water, and assist in the financing of capital improvement projects to help repair and improve the regional water system. For additional information, access on the Internet:

http://www.leginfo.ca.gov/pub/01-02/bill/asm/ab_2051-2100/ab_2058_bill_20020924_chaptered.html

(v) Senate Bill 1870 - San Francisco Bay Area Regional System Financing Authority

On September 24, 2002, passage of California Senate Bill 1870 created the San Francisco Bay Area Regional Water System Financing Authority, consisting of San Francisco and certain public entities that purchase water from San Francisco. The bill authorized the issuance of revenue bonds to improve San Francisco's regional water systems. For additional information, access on the Internet:

http://www.leginfo.ca.gov/pub/01-02/bill/sen/sb_1851-1900/sb_1870_bill_20020924_chaptered.html

II.2.5 OVERSIGHT BODIES FOR THE WSIP

- San Francisco Board of Supervisors
- San Francisco Public Utilities Commission
- San Francisco Revenue Bond Oversight Committee
- San Francisco Rate Fairness Board
- SFPUC Citizens Advisory Committee
- Capital Planning Committee
- Bay Area Water Supply and Conservation Agency
- Bay Area Regional Water System Financing Authority

IL2.6 OVERVIEW – CONSTRUCTION MANAGEMENT SERVICES FOR WSIP

The Water System Improvement Program (WSIP) team has issued and intends to issue multiple Requests for Proposals (RFPs) for Construction Management (CM) Services. These RFPs are organized into various proposed project specific and regional scopes of services. The SFPUC has and will solicit proposals from qualified consultants to provide comprehensive professional construction management services to assist with implementing the Water System Improvement Program (WSIP).

The currently advertised and anticipated RFP's are as follows (including the current estimated cost for the various CM Agreements, proposed advertisement and award dates):

CM RFP	Contract No.	CM Project Agreements	Estimated Value		Advertisement Date	Award NTP Date
			Original	Revised ¹		
1	CS-910	San Francisco Regional	\$7M		Dec 07	NTP Issued JUNE 2008
2	CS-911R	Calaveras Dam Replacement Project	\$13M	\$38M	Feb 2010	Estimated AUGUST 2010
3	CS-912	New Crystal Spring Bypass Tunnel Project	\$8M	\$9M	Feb 08	NTP Issued NOV 2008
4	CS-913	Bay Division Reliability Upgrade - Tunnel Project	\$17M	\$18M	Feb 08	NTP Issued SEP 2008
5	CS-914	Bay Division Regional	\$24M	\$25M	Apr 08	NTP Issued DEC 2008
6	CS-915R	Sunol Valley Regional	\$19M	\$16M	October 08	NTP Issued JUNE 2009
7	CS-916	Peninsula Regional	\$35 M	\$22 M	April 09	NTP Issued DEC 2009
8	CS-917	San Joaquin Regional	\$19M	\$28M	July 08	NTP Issued JULY 2008
9	CS-918	New Irvington Tunnel Project	\$11M	\$15M	March 09	NTP Issued SEP 2009
10	CS-919	Harry Tracy Water Treatment Plant Long Term Improvements Project	\$11M	\$18M	Estimated March 2010	
11	TBD	Bay Division Pipeline Nos. 3 & 4 Seismic Upgrade Project	\$6M		Estimated June 2011	

Proposers should be aware that the SFPUC will impose the following requirements and consider the following factors for the award of Agreements associated with the eleven (11) CM RFPs listed herein.

- A Proposer can be the Prime Consultant or a Joint Venture (JV) Partner on multiple WSIP CM Agreements as long as the total value of these Agreements does not exceed \$50 Million. The total value of the CM Agreement (as opposed to the specific portion of the Agreement allocated to the Prime Consultant or JV Partner) counts towards the \$50 million limit.
- A Proposer can be the Prime Consultant, JV Partner or subconsultant on no more than three (3) of the eleven (11) Agreements to be awarded to support the WSIP CM Program. However, that limit is increased to no more than five (5) for certified Local Business Enterprise (LBE) consultants. There is no limit for any subconsultant or vendor providing non-technical services such as communications, reprographics, janitorial, and general administrative services.
- A Proposer participating in any of the above CM Agreements cannot be a Program Management Consultant for Construction because the SFPUC will be relying on Program Management Consultants for program-wide oversight and quality assurance.
- If a Proposer proposes on concurrently advertised CM RFPs, the Proposers must identify different individuals for the key/lead and other team member positions identified in the applicable concurrently advertised RFPs. Proposers may identify the same individuals for the other team member positions identified in the applicable concurrently advertised RFP's as long as the proposed utilization of the individual in the positions does not exceed his/her availability for the proposed positions.
- The SFPUC will verify the availability of individuals proposed for all key/lead and all other team member positions identified in CM RFPs to ensure that those individuals will be fully committed to their assigned positions. Proposers are required to provide letters of commitment from each key/lead team and other team members as described in Section VII.3.H. of this RFP.

The SFPUC strongly encourages Proposers to maximize the use of local resources.

Proposers should refer to the Conflict of Interest Information posted on the Contracts & Bids section of the SFPUC Website before putting together a team for the aforementioned CM RFPs. It should be noted that a Prime Proposer, JV Partner, or subconsultant cannot provide CM services requested by an RFP if they have performed any final engineering design services on any of the projects covered by that RFP. In this case, final engineering services do not include geotechnical investigations (excluding preparation of interpretive reports), estimate preparation,

design reviews, and value engineering reviews. In addition, a Proposer's participation on a single, limited assignment to address a specific technical issue on a project, where the work product would be independently reviewed, should not disqualify that Proposer.

Please refer to the WSIP CM Program webpage for more information:
http://sfwater.org/msc_main.cfm/MC_ID/15/MSC_ID/374

II.2.7 CALAVERAS DAM REPLACEMENT PROJECT BACKGROUND AND OBJECTIVES

Calaveras Dam is located on Calaveras Creek in the Diablo Mountain Range in Alameda County, California, approximately 12 miles south of the City of Pleasanton and 7.5 miles east of the City of Fremont. Calaveras Dam forms Calaveras Reservoir, which is situated on the border between Alameda and Santa Clara Counties (**Figure 1**). Calaveras Reservoir retains flows from Calaveras Creek and Arroyo Hondo, as well as water diverted from Alameda Creek. Calaveras Dam is located at the northern end of the reservoir, approximately 1 mile upstream from the confluence of Calaveras and Alameda Creeks (**Figure 2**). The Alameda Creek Diversion Dam (ACDD) is located on upper Alameda Creek east of Calaveras Dam and water is diverted from Alameda Creek to Calaveras Reservoir by means of the Alameda Creek Diversion Tunnel. The existing dam, reservoir, and much of the Calaveras Creek, Arroyo Hondo, and Alameda Creek watersheds are owned by and under the jurisdiction of the SFPUC.

Calaveras Dam and Reservoir are important components of the SFPUC Regional Water System. Constructed in 1925 and later modified, Calaveras Dam allows for storage of approximately 96,850 acre-feet (AF) (31 billion gallons) of local watershed runoff in the Alameda Creek watershed. At this level of storage, Calaveras Reservoir is the largest SFPUC San Francisco Bay Area (local) reservoir, providing about 40 percent of the SFPUC's local water storage and 66 percent of local water yield.

Studies were initiated in 1998 to evaluate the structural stability and performance of the dam during projected large earthquakes. The studies indicated that the dam does not meet current safety standards for large seismic events. In 2001, in response to safety concerns about the seismic stability of the dam and a mandate from the California Department of Water Resources, Division of Safety of Dams (DSOD), the SFPUC lowered water levels in the reservoir beginning in the winter of 2001. The elevation of the lowered water level corresponds to about 38,100 AF of storage, which is approximately 60 percent less than the previous normal maximum water storage capacity. DSOD has indicated that it is allowing this interim operating level to accommodate a small portion of the water supply needs with the understanding that the SFPUC is pursuing an aggressive schedule to rebuild the dam in order to eliminate the seismic safety concerns associated with the original dam.

The overall purpose of the proposed Calaveras Dam Replacement Project (CDRP) is to replace the existing dam with a new earth and rock fill embankment dam that will accommodate a public water supply reservoir of the same size as the original (96,850 AF) and will meet current seismic

safety design requirements. When the proposed replacement dam is completed, the DSOD restrictions will be lifted and the original reservoir pool can be restored. The Primary Objectives of the CDRP are as follows:

- Re-establish water delivery reliability;
- Restore water supply capacity of the reservoir to its pre-2001 restriction level of 96,850 acre-feet (AF) using water from the Alameda Creek watershed;
- Improve seismic reliability through construction of a replacement dam designed to safely retain 96,850 AF of water and withstand the maximum credible earthquake (7.25 moment magnitude) on the Calaveras Fault; and
- Construct a new dam with a robust design (wide centrally located clay core, wide filters, and internal drainage) that could accommodate potential enlargement by future generations.

The Secondary Objectives of the CDRP are as follows:

- Continue reservoir and outlet works operation, to the extent possible, during construction; and
- Maintain high water quality, re-creating a deep pool that is able to keep cooler water temperatures that limit algal growth in the reservoir.

II.2.8 DESCRIPTION OF CALAVERAS DAM REPLACEMENT PROJECT (CDRP)

The primary components of the 95 percent design of the Calaveras Dam Replacement Project (CDRP) are summarized below and shown on the project components plan provided with this RFP (**Figure 3**). Some of these components could be changed following completion of environmental review under the CEQA. The CCM's services will include (but not be limited to) providing CM, environmental compliance, and NOA compliance services for the following major project components.

- The proposed project includes construction of a new 220-ft high replacement earth and rock fill embankment dam immediately downstream of the existing dam. The proposed dam crest will be at El 772 feet (not including camber) with 15.8-ft of freeboard. The proposed new dam will have a robust design (wide centrally-located clay core, wide filters, and internal drainage). The proposed dam footprint will have an area of about 18 acres and the dam will be 1210-feet long at the crest, 1180-feet wide at the base, and 80-feet wide at the crest. The total volume of the dam is proposed to be approximately 2.8 million cubic yards. The replacement dam design proposes to accommodate potential enlargement by future generations up to El 890 (approximately 386,000 acre-feet). The proposed replacement embankment dam (**Figure 4**) will include the following zones:

- Zone 1/1A - Core: The core of the proposed dam would be constructed of clayey alluvium from Borrow Area E at the south end of the reservoir. The core will be vertical and will have upstream and downstream slopes of 0.25H: 1V.
 - Zone 2 – Downstream Filter and Zone 3 - Drain: Sand and gravel would form the chimney and blanket filters (Zone 2) and chimney and blanket drains (Zone 3). These materials will be imported from commercial sources.
 - Zone 4 - Earthfill: The downstream shell of the dam would be constructed using Temblor Sandstone generated from the required spillway excavation.
 - Zone 5 - Rockfill: Rockfill would be used to provide for a free-draining upstream shell. In the downstream channel, rockfill will also be placed to provide for a free-draining zone below the overlying Zone 4 earthfill (Temblor Sandstone). Rockfill materials will be produced from Borrow Area B (located north of the existing dam site) and generated from the required stilling basin excavation.
 - Zone 2A - Broad Graded Filter and Zone 5A – Coarse Filter: The rockfill (Zone 5) would be separated from the core by an upstream broadly graded fine filter (Zone 2A) located directly adjacent to the core and coarse filter (Zone 5A) between the rockfill and the upstream filter. The upstream broadly graded fine filter will be imported from commercial sources and the coarse filter will be produced from rock generated in Borrow Area B.
 - Zone 6 – Riprap: A riprap layer (Zone 6) produced from Borrow Area B would be placed on the upstream slope for protection against wave erosion.
 - Toe Berm – The dam would include a berm located at the downstream toe with an elevation of approximately 600-feet. The berm will serve as the location for the outlet pipe, an electrical building, stream maintenance valve vault, and a seepage collection vault. The berm will be constructed using Temblor Sandstone and will be compacted to the same requirements as the downstream shell (Zone 4) of the embankment.
- The existing dam would be used as a cofferdam during construction, and would be regraded to accommodate the construction and operation of the new replacement dam.
 - Haul roads would be developed/improved on site for hauling materials in the vicinity of the dam/spillway and Disposal Sites 3 and 7, and to Borrow Areas B and E. Two (2) alternative routes are available to the construction contractor for hauling materials from Borrow Area E to the dam: the West Haul Route that would be developed along the west shore of the reservoir or barging across the reservoir (at the construction contractor's option or if needed to avoid impacts to nesting of bald eagles).
 - A soldier pile wall with tie-backs would temporarily retain a portion of the landslide located in the upstream right abutment foundation during dam foundation excavation. The

landslide would be permanently retained using an earthfill buttress that would be placed as the dam is constructed.

- Approximately 3.8 million cubic yards of surplus soil and rock is proposed to be hauled and disposed at locations around the rim of the reservoir at Disposal Sites 2, 3 and 7.
- A new ungated spillway and stilling basin would be constructed. The new spillway would be a reinforced concrete structure including a 78- by 307-foot “L”-shaped side channel weir, a 1,100-foot long chute, and a 155-foot long by 80-foot wide USBR Type II stilling basin.
- A new intake tower and a 163-foot deep circular shaft having a finished diameter of 20-foot would be constructed. The existing 30-inch drain line and three (3) adits would be connected from the existing shaft to a new 72-inch riser within the new shaft.
- The existing 72-inch diameter outlet conduit would be extended 1,100-feet downstream with a 78-inch pipeline to a bifurcation connecting to a relocated 72-inch fixed cone valve and to a 48-inch diameter pipeline to connect to the existing 44-inch pipeline that conveys water from the Calaveras Reservoir to the Sunol Valley Water Treatment Plant (SVWTP). In addition, two low flow discharge valves would be installed in the steam maintenance valve vault for fishery releases into Calaveras Creek downstream of the replacement dam.
- Two new single-level electrical buildings would be constructed: one at the crest of the new dam and one at the toe of the new dam.
- SCADA and security systems would be installed at the site.
- Instrumentation would be installed for monitoring the performance of the dam, including survey monuments, piezometers, inclinometers, accelerometers, and an automated data acquisition system (ADAS).
- A new 30-inch diameter tunnel would be drilled through the existing ACDD and a bypass valve would be installed to provide for flow bypasses downstream of the ACDD. In addition, possible other improvements are anticipated at ACDD that may be further defined through addendum to this RFP prior to receipt of proposals.
- Maintenance of Calaveras Road during construction (i.e., fixing of potholes, etc) and re-paving of Calaveras Road from I680 to the Alameda/Santa Clara County line and Dam Access Road at completion of construction.
- Site restoration and specialty on-site riparian and habitat mitigation sites.

The construction cost estimate is approximately **\$250 Million**.

The 95% design plans, technical specifications, selected permit applications and other references will be available on a “References CD” for purchase from the SFPUC under a signed confidentiality agreement (see Section VII.1 and Appendix Q of this RFP for details).

II.2.9 CONSTRUCTION ACTIVITY IMPACTS DUE TO NATURALLY OCCURRING ASBESTOS

Naturally occurring asbestos (NOA) has been found in samples of the Franciscan formation in the vicinity of the intake shaft excavation, dam foundation excavation, Disposal Sites 3 and 7, and in blueschist in Borrow Area B. Construction activities that can cause dust will require an asbestos dust mitigation plan under the California Air Resources Board, Air Toxics Control Measures to provide for onsite mitigation of NOA-containing dust generated during construction activities, and strict implementation of health and safety measures under Cal/OSHA. At a minimum, it is likely that excavation and support activities in the shaft and adits will require construction workers to be protected with disposable dust coveralls and respirators. Activities that have a high potential for creating dust at the ground level such as core foundation cleaning and drilling of rock bolts and ground anchors will likely require workers to use dust coveralls and respirators. Excavations in the dam foundation, Borrow Area B, and Disposal Sites 3 and 7 will require the implementation of diligent dust control measures that will include using various forms of water application, misting, tire wash stations, wind breaks, encrustation techniques on soil and rock storage piles, as well as, construction water control and treatment. Site air quality monitoring will be required and will include rigorous perimeter monitoring designed for early identification of construction dust sources. Additional measures will address the handling, transport, storage and disposal of excavated materials containing NOA.

Construction equipment requirements associated with NOA are expected to include enclosed cabs with positive pressure air system (PPAS) equipped with HEPA filters to achieve the project specific requirements for worker exposure. PPAS coupled with good housekeeping measures will allow operator to perform duties while inside the cab without the need for additional respiratory protection while operating equipment.

Both perimeter air quality monitoring under the BAAQMD as noted above and personal air quality monitoring under Cal/OSHA (CCR Title 8) will be implemented during construction. The monitoring data will be required and will provide the basis for evaluating the effectiveness of dust control measures and consequent worker exposure levels. The project Comprehensive Air Monitoring Program (CAMP) being prepared by the City will provide the trigger levels and the associated corrective actions for perimeter monitoring. While the construction contractor will be required to perform worker personal monitoring for its employees, subcontractors and suppliers, the CCM NOA Compliance Manager (NOACM) and other CCM staff (described below in Section IV.3) will conduct perimeter monitoring under the CAMP and will provide ongoing review of personal and perimeter monitoring data in order to assess any requirements for additional monitoring and/or modified work practices. The following describes the two general types of monitoring:

Construction Contractor Personal Air Monitoring – The construction contractor is responsible for this monitoring and must submit and obtain City review of its Personal Air Monitoring Plan. The two (2) components of personal monitoring are as follows:

- Personal breathing zone monitoring (required under Title 8, Section 1529, personal pumps are attached to workers); and
- Personal area monitoring (used to represent breathing zone concentrations in certain situations).

Note: (1) Specific clarifications/enhancements of the Cal/OSHA health and safety requirements will be included in the construction contract documents, and include competent person definitions, continuous personal air monitoring, additional control of potential incidental worker exposure during and after shifts (shower and laundry facilities), analytical testing requirements, and protocols for communication with the NOACM. Under Cal/OSHA, the construction contractor must also confirm that air concentrations of asbestos and other potential constituents of concern such as selected metals and silica, are not adversely affecting workers located adjacent to the construction activity areas.

Note: (2) The CM Safety Plan will include safety measures related to the presence of NOA, metals, and silica for both CM staff and CM visitors to the site in accordance with all relevant and applicable local, state, and federal requirements in addition to those listed in the MMRP and project permit conditions. CM staff working primarily in the immediate NOA-containing areas during construction will abide by the construction contractor's Cal/OSHA permit requirements where applicable.

Perimeter Monitoring – The CCM will be responsible for perimeter air monitoring. Typically, perimeter monitoring is conducted at the fence line of a construction site; however, for the CDRP, the size of the site and the topography will require a more complex array of perimeter monitoring stations. Two types of perimeter monitoring will be conducted at the CDRP. These are referred to as “perimeter” monitoring and “construction activity area” monitoring, and will be described in the CAMP. Perimeter monitoring, which is associated with the Asbestos Dust Mitigation Plan (DMP) under BAAQMD jurisdiction, primarily deals with potential offsite migration of concentrations of asbestos and any other constituent of concern (such as selected metals and potentially silica). “Construction activity area monitoring” would also be conducted near specific construction areas to provide better monitoring and control of dust generation at its potential source. These two types of perimeter monitoring are summarized below:

- Perimeter monitoring – These stations are located at the work limits and beyond depending on topography and access. In addition, sentry monitoring stations would be located to allow for sample collection in areas near sensitive receptors, also outside of the work limits. There would be an average of approximately ten (10) stations located around the Calaveras Reservoir, as far north as the Sunol Valley Water Treatment Plant and as far south as Borrow Area E. Monitoring would be conducted approximately two (2) times per week on average.
- Construction activity area monitoring – These stations would be placed around the construction activity areas also referred to as “cells” (e.g., Borrow Area B by itself), and would provide more information to allow focused control of dust sources during construction.

This monitoring would be conducted daily at areas where the generation of dust at levels of concern is anticipated.

As part of the monitoring requirements related to the presence of NOA and metals in soils at the CDRP, additional water quality monitoring will be required under the 401 Water Quality Certification. Quarterly water quality monitoring of Calaveras Reservoir and Calaveras and Alameda Creeks is required to provide a general water quality trends over the construction period to verify the overall effectiveness of the mitigation measures imposed on the project. The monitoring will include, at a minimum, the quarterly monitoring of general and chemical water quality parameters, in accordance with the Water Quality Monitoring Program (WQMP) being prepared by the City. There will be four (4) locations in the Calaveras Reservoir and up to three (3) locations in Alameda Creek and one (1) location in Calaveras Creek downstream of the dam excavation area. Water quality monitoring under the WQMP will be conducted by the CCM under Subtask 2.6.

III. SCOPE OF SERVICES

III.1 INTRODUCTION

Construction Management Services for the WSIP are divided into various Regions and into a number of Specialty Projects. The Calaveras Dam Replacement Project is considered to be one (1) of six (6) WSIP Specialty Projects.

The SFPUC Infrastructure Division's Construction Management Bureau has developed the enclosed scope of services for this RFP. The role of the selected Proposer will be to provide Construction Management Services for the CDRP. The selected Proposer will report directly to the SFPUC Regional Project Manager for The Sunol Valley Region.

The SFPUC has made a strong commitment to protecting and enhancing the environment through the proposed CDRP. Assisting the SFPUC to manage and monitor compliance with the project environmental protection requirements, including ensuring and being responsible for the construction contractor's environmental compliance, will be a key responsibility of the CDRP Consultant Construction Manager (CCM). The CCM requirements will include coordination, scheduling, and providing staff for ongoing monitoring and inspection for construction contractor compliance with the constraints and specialty monitoring requirements; providing clarification of protection requirements to the construction contractor and coordinating with the SFPUC's Bureau of Environmental Management's (BEM) Environmental Construction Compliance Manager (ECCM) as necessary; overseeing implementation and providing specialty staff as necessary for restoration requirements; preparing and submitting compliance reports; reviewing contract change proposals to determine impacts, if any, on environmental requirements; coordinating receipt and reviewing environmental impacts, if any, on environmental requirements; coordinating receipt and reviewing environmental plans to be submitted by the contractor; overseeing resolution of construction contractor non-compliance with environmental

requirements; and other tasks, subtasks and subtask activities as detailed in the WSIP CM Plan. This will require significant coordination with the SFPUC's BEM, ECCM, and through the regulatory agencies as needed.

The construction contract will include protective constraints for activities and work areas. The construction contractor will also be responsible for certain work in site protection, restoration, and mitigation.

Note: For purposes of this RFP, the subtasks that include the QA inspection, surveying and material testing described in Section V; Description of Services: Subtask 2.3 are not covered by the WSIP Project Labor Agreement. Any Consultants and/or Subconsultants retained for performing the QA services on behalf of the City must be advised by the Proposer that they may be in conflict for performing the surveying, material testing and inspection work on behalf of the construction contractor.

III.2 SCHEDULE

The CDRP CM services contract duration is set at sixty-six (66) months from Notice to Proceed (NTP) (including the pre-construction period and also including the close-out period after completion of construction). **Figure 5** is a conceptual construction schedule developed by the design team at the 95% design milestone.

The construction schedule attached should be considered preliminary and is subject to change as detailed schedules are developed by the construction contractor based on its proposed sequencing and methods. Please note the construction NTP date provided in **Figure 5** for the project is contingent on the completion of the CEQA process described further in Section III.3, below, and is subject to delay, modification, or cancellation consistent with CEQA.

The following assumptions were incorporated into the design team's construction schedule. These assumptions could change following completion of environmental review under CEQA and following development of the construction contractor's schedule and work plan:

- Construction Notice to Proceed (NTP) in Spring 2011;
- Bypass of winter flows (constraint);
- Two 10-hour construction shifts per day, five days per week, and a single 10-hour shift on Saturdays during major earthwork activities;
- Excavation production of 7,200 cy per day;
- Excavation for the spillway will occur concurrently with activities at the base of Observation Hill (below the spillway excavation);
- Fill production of 10,000 cy per day;

- Approximately three-month embankment construction shutdown over the rainy season; and
- Concrete placement rate of approximately 100 cubic yards per day.

Proposers shall predicate their proposal on forty-eight (48) month construction duration. Proposers should also assume that pre-construction services will begin up to ten (10) months prior to the construction phase NTP, the bid and award phase will begin up to six (6) months prior to the construction phase NTP, and project close-out will extend up to eight (8) months after substantial completion. The actual duration of construction management services may be extended or shortened as determined by the SFPUC.

III.3 POTENTIAL DELAYS TO PROJECT SCHEDULE

The construction schedule described in Section III.2, above, is an estimate; the SFPUC cannot guarantee an exact start date for CM services. Proposers submitting proposals in response to this RFP do so with the understanding that there are potential uncertainties that could delay the start of construction of the project, which in turn could delay the start of services or result in the temporary suspension of services under the Agreement. Potential uncertainties include, but are not limited to: delays in completing the environmental review process under the CEQA; delays in the review and permitting processes required by local State and Federal resource agencies; and delays in the availability of equipment and/or materials. In addition, the City retains sole and absolute discretion to, among other things, modify the proposed project to mitigate significant environmental impacts, or elect not to proceed with any project based upon information generated by the environmental review process. As noted above, in response to the environmental review and permitting processes, the SFPUC may elect at any time not to proceed with or to substantially modify the proposed projects, and reserves the right to terminate the Agreement at any time in response to information obtained during the environmental review and permitting processes.

If there is a delay to the start of construction, the SFPUC may, depending on the reason(s) for and timing of the delay, elect not to issue a NTP for project pre-construction services or temporarily suspend services at some point after issuing NTP.

III.3.1 KEY/LEAD TEAM MEMBER AVAILABILITY

In light of the potential delay or temporary suspension of services under the Agreement, all Proposers submitting proposals in response to this RFP agree to the following conditions:

If a delay to the start of construction either delays the start of services or results in temporary suspension of services under the Agreement, the selected Proposer will guarantee the availability of the Key/Lead Team members identified in its proposal for a delay or suspension period of up to six (6) months. For a delay in issuing NTP for project pre-construction services, the 6-month delay period will commence upon receipt of the Notice of Award of contract. For any suspension

of services after issuance of NTP for pre-construction services, the 6-month period will commence upon the receipt of a notice of suspension from the SFPUC.

If any construction schedule-related delay or suspension period extends beyond six (6) months, the selected Proposer may substitute Key/Lead Team members. The SFPUC will have the right to approve any substitutions, which approval will not be unreasonably withheld. Proposed substitute personnel must meet all applicable qualification requirements set forth in this RFP.

Any construction schedule-related delay or suspension period will count toward the annual rate adjustment process described in Appendix B to the Agreement, Calculation of Charges.

III.3.2 CEQA AND ENVIRONMENTAL PERMIT STATUS OF PROPOSED CDRP

The Draft Environmental Impact Report (EIR) for the CDRP was published October 6, 2009. The public reviewed the Draft EIR and submitted comments on it from October 6, 2009 through December 21, 2009. The City is currently preparing responses to those comments and will publish a response to comments document. The San Francisco Planning Commission will then consider certification of the Final EIR, which will include the Draft EIR, the responses to comments document, and any revisions to the Draft EIR. There will then be a subsequent 20-day appeal period during which any member of the public may appeal the Planning Commission's decision to certify the Final EIR to the San Francisco Board of Supervisors. Final certification and approval of the project is planned for August 2010.

Potential adverse environmental impacts associated with project construction activity would include:

- **Land Use** impacts, including disruption to established grazing and recreational uses in the project vicinity as a result of excavation, blasting, soils movement, grading, recontouring of slopes, and other construction activity;
- **Vegetation and Wildlife** impacts, including temporary and permanent filling of wetlands, as well as potential killing or injuring of special status plant and animal species in the project area as a result of truck traffic and equipment operation, soils movement, sedimentation, erosion, runoff, or hazardous materials release;
- **Fisheries and Aquatic Habitat** impacts, within the reservoir and nearby creeks, as a result of equipment operation, soils movement, sedimentation, erosion, runoff or hazardous materials release, affecting water quality and/or aquatic habitat, as well as fish;
- **Hydrology** impacts (i.e., changes in flow rates) within Alameda and Calaveras Creeks during certain periods of construction, resulting in changes in flow velocity, quantity, and channel morphology;

- **Water Quality** impacts in the reservoir and creeks, consisting of changes in water quality parameters (turbidity, temperature, dissolved oxygen, nutrients) as a result of equipment operation, soils movement, sedimentation, erosion, runoff, or hazardous materials release;
- **Hazards and Hazardous Materials** impacts, either through excavation potentially hazardous substances or through accidental spills, causing release of or exposure to hazardous materials;
- **Cultural Resource** impacts resulting from excavation;
- **Visual Resources** impacts resulting from excavation of large quantities of borrow material from hillsides and other natural areas in the project area;
- **Transportation and Circulation** impacts through reduction in roadway capacity, increases in truck and other construction vehicle traffic, impaired access, and wear and tear on roads;
- **Air Quality** impacts due to construction-related emissions or releases of air pollutants and precursors, resulting from equipment operation, truck and vehicle traffic, excavation, soils movement, and grading; and
- **Noise** impacts from construction equipment and activity (e.g., excavation, loading, blasting, hauling), including nighttime construction activity.

The following major environmental permits are anticipated for the proposed project and will be obtained by SFPUC's Bureau of Environmental Management:

- California Department of Fish and Game
 - Streambed Alteration Agreement – A 2080/1 Agreement
- San Francisco Bay Area Regional Water Quality Control Board (RWQCB)
 - Water Quality Certification (also known as a Section 401 certification)
 - Waste Discharge Requirement (WDR) under the California Porter-Cologne Water Quality Control Act
 - NPDES Permits
- USACE Individual Permit including, as applicable:
 - Compliance with Section 106 of the National Historic Preservation Act
 - NMFS consultation regarding impacts on Endangered Species Act (ESA)-listed endangered species
 - U.S. Fish and Wildlife Service (USFWS) consultation regarding impacts on ESA-listed endangered species
- Bay Area Air Quality Management District (BAAQMD)
 - "Authority to Construct" permits.

IV. GENERAL REQUIREMENTS, ROLES, AND RESPONSIBILITIES

This RFP solicits the services of a Proposer to provide Construction Management Services and other related services for the CDRP. The successful Proposer will become the CDRP Consultant Construction Manager (CCM) and will be required to provide fully-qualified and highly-experienced construction management personnel to manage the construction of the project.

The SFPUC has developed a WSIP CM Plan that identifies all CM personnel, and defines their roles and responsibilities within the WSIP CM Organization. The CCM shall ensure that the CDRP Construction Management objectives and requirements are achieved and in compliance with the WSIP CM Plan guidelines, uniform procedures and policies. The CCM shall employ construction management processes that are consistent with the WSIP CM Plan and industry standards and practices.

IV.1 SFPUC AND/OR CITY STAFF ROLES AND RESPONSIBILITIES

Following is the work expected to be performed and responsibilities to be assumed by SFPUC and/or City staff.

- The SFPUC Construction Management Bureau (CMB) will provide City staff to perform the duty of the Office Engineer and SFPUC Sunol Regional Construction Manager (RCM).
- The SFPUC Project Management Bureau (PMB) will provide City staff to perform the duties of the Regional Project Manager (RPM) for the Sunol Valley Region.
- The SFPUC Engineering Management Bureau (EMB) will provide Design Team office engineering support services with a combination of City staff, URS Corporation staff (the project design consultant), and other outside specialty firms, as required, during the bid and award phase, construction phase, and post-construction (close-out) phase. Limited field engineering support will also be provided by the design team. Proposers should assume that the design team will provide one (1) full-time equivalent (FTE) in the field to work with the CCM during construction. EMB has also retained a panel of internationally renowned dam experts to advise the SFPUC on the design and construction of the dam. This panel, known as the Calaveras Technical Advisory Panel (CTAP), will be available through EMB for consultation during construction of the project.
- The SFPUC Bureau of Environmental Management (BEM) will provide staff to perform the duties of the WSIP Environmental Construction Compliance Manager (ECCM).
- The SFPUC Program Controls and Support Bureau (PCSB) will provide staff to perform the duties of the Program Controls Manager.

IV.2 PROGRAM CONTROLS

The SFPUC has chosen to continue use of the Primavera suite of tools (P6.2) to monitor and report program and project progress. SFPUC has also chosen to use Primavera Contracts Manager (Expedition) Version 11 as the Construction Management Information System (CMIS) for WSIP. The CMIS will be used by all consultants and contractors for processing of all project documentation, including but not limited to: correspondence, submittals, RFIs, RFSs, change requests, change orders, progress meeting minutes, QA records, payment applications, and other project records in a standard format and using standardized Business Processes available on the following sfwater.org website link:

http://sfwater.org/detail.cfm/MC_ID/15/MS_C_ID/374/C_ID/3813

IV.3 CCM ROLES AND RESPONSIBILITIES

The CCM is responsible for the overall Construction Management of the CDRP listed in the Description of Services (Section V) and is responsible for managing the project Construction Management Team (composed of CCM employees, its subconsultants, and assigned SFPUC personnel).

The CCM will be responsible for the coordination of the work with all outside agencies and stakeholders as may be needed to expedite the work. In particular, the CCM will interface directly with DSOD field staff during construction. The CCM shall also coordinate correspondence with the regulatory resource agencies through the SFPUC Bureau of Environmental Management's ECCM.

The CCM will be required to work with SFPUC staff and other consultants during the course of managing construction of the CDRP.

The SFPUC has determined that the CCM will be required to supply the following key and other personnel roles and responsibilities (minimum requirements) for the CDRP as listed below. However, it is the primary responsibility of the Proposer to determine and propose the appropriate staffing levels and person-hours required for the CCM to manage and execute the required work necessary to implement the full functional approach described in the WSIP CM Plan, Business Processes and CM Procedures for the management of the project. Section/paragraph numbers (i.e., 1.6.24) of the WSIP CM Plan are summary descriptions and should not be relied on to describe the full duties and responsibilities of each role. Minimum qualifications for each of these Key roles are included under Section VI – Qualifications. With the exception of the NOA roles, each role is described in the WSIP CM Plan. For the CDRP, this RFP details the new roles and responsibilities specifically for NOA compliance monitoring.

Project Construction Manager (Project CM) – shall perform all of the duties as described in the WSIP CM Plan (1.6.24). The Project CM will oversee the total

construction effort to ensure the project is constructed in accordance with the construction contract documents in a cost effective, safe, secure, and environmental conforming manner consistent with established industry standards. The Project CM will also ensure that all SFPUC policies, business processes, procedures, and standards are followed. The Project CM will efficiently manage the Project CM Team consisting of its own employees, its Subconsultants, and SFPUC employees. The Project CM will report to and take direction from the SFPUC Regional Project Manager for the Sunol Valley Region.

Environmental Compliance Manager (ECM) – shall perform all of the duties of the “Regional Environmental Compliance Manager” as described in the WSIP CM Plan (1.6.22) for the CDRP.

The ECM supports the Project CM in planning, providing, and managing the resources and performance of all environmental compliance staff assigned to the Project. The ECM is responsible for monitoring the construction contractor’s compliance with the project environmental requirements, reporting compliance, preparing environmental compliance reports per mitigation measure requirements and permit conditions, and ensuring training is provided to the construction contractor and ECM staff. The ECM will be responsible for coordinating receipt and review of the environmental plans required to be submitted by the contractor (i.e., SWPPP, Spill Prevention and Contingency Plan, Dewatering Plan, etc.) per the CEQA requirements and permit conditions. The ECM shall also be responsible for setting up and maintaining all compliance reporting files and reports prepared by the ECM, construction contractor and SFPUC staff. The ECM reports to the Project CM but also coordinates closely with the SFPUC BEM’s ECCM for environmental issues and requirements and will be responsible for:

- Manage and evaluate the effectiveness of each project’s environmental compliance program;
- Provide leadership in communicating environmental responsibilities and requirements and teamwork to the environmental inspection and monitoring teams;
- Provide advice on the interpretation of environmental requirements and ensure overall compliance with each project specifications, environmental permits and agreements, and the Mitigation Monitoring and Reporting Program;
- Review contractor’s submittals to determine that they are consistent with MMRP requirements, permits, and agency agreements;
- Prepare reports and other documentation required by Mitigation Monitoring and Reporting Program (e.g., Archaeological Monitoring Plan, Archaeological Research Design and Treatment Plan, etc.);
- Prepare Monthly MMRP Reports;
- Prepare Quarterly Reports (for CEQA Lead Agency);

- Manage the implementation of the Water Quality Monitoring Plan (WQMP) and prepare reports and other documentation related to the WQMP;
- Prepare miscellaneous reports, submittals, and/or documentation for resource agencies as required by project permits and agreements;
- Perform constructability review;
- Review permits, MMRP, and Contract Documents (Sections, text, drawings, and typical drawings) for conflicts;
- Review contract change proposals to determine impact, if any, on environmental requirements and assist with preparation of minor project deviation requests if necessary;
- Manage submittal of any requested information pertaining to environmental compliance, including coordinating required biological and/or cultural surveys and reports;
- Develop and conduct Supervisory Level Environmental Training Program;
- Develop Crew Level Environmental Training Program;

Provide internal training to Environmental Inspectors and Specialty Environmental Monitors, as applicable, to help ensure that that field staff are properly prepared to perform their duties:

- understand how to effectively communicate;
- manage conflict;
- complete professional reports;
- conduct environmental trainings;
- understand general construction techniques associated with the project;
- know and understand regulatory requirements associated with each project;
- understand the term “jurisdiction” and how it applies to various agencies and resources’;
- understand what is a violation of a permit or projects requirement;
- understand the basics of erosion control implementation;
- recognize the importance of water quality and potential associated fines and penalties;
- know the specific biological resources and requirements;
- be aware of the agencies involved with cultural resources and associated reporting and confidentiality requirements;
- understand the procedures associated with the discovery of cultural resources or human remains;
- recognize basic hazardous materials and spills;
- understand basic principles of storage, containment, and spill response and clean up;
- Non-Compliance Coordination and Resolution; and

- Review non-compliance reports and ensure timely resolution of non-compliance reports.

Environmental Coordinator – shall perform all of the duties of the “Regional Environmental Coordinator” as described in the WSIP CM Plan (1.6.23) for the CDRP. The EC will assist the ECM in the day-to-day environmental compliance management support of the project. Specific tasks the EC will be responsible for include: (1) set up and maintain environmental compliance records and files in coordination with SFPUC document control requirements and ECM; (2) assist with preparation of environmental compliance reports per Construction Management (CM) Procedures (CM P055 and CM P056); (3) assist with preparation of resource agency reports, tracking of required agency notifications, and tracking of other agency submittal requirements; (4) maintain permit binders for the project and ensure that both ECM and environmental field staff have hard and electronic copies of permits, permit applications, and permit addendums/revisions/clarifications; (5) Assist the ECM with preparation and updating of the Environmental Requirements Table (i.e., per CM P 051); (5) assist RECM in preparation and tracking of Minor Project Deviations (i.e., per CM P 054); and (6) Assist the ECM with the management and implementation of the WQMP.

Administrative/Document Control Specialist – will be required to perform all of the duties as described in the WSIP CM Plan (1.6.25).

Field Contract Administrator – will be required to perform all of the duties as described in the WSIP CM Plan (1.6.26).

Lead QA Inspector – shall perform all of the duties as described in the WSIP CM Plan (1.6.27). The Lead QA Inspector is also expected to perform QA inspection duties.

QA Discipline Inspector(s) – shall perform all of the duties as described in the WSIP CM Plan (1.6.27). It is anticipated there may be a number of QA Discipline Inspectors of appropriate qualifications and experience assigned to the project as necessary to perform Quality Assurance inspection (QA) of the various disciplines of Work during the construction effort. QA Discipline Inspectors may include civil, geotechnical, surveying, mechanical, electrical, welding, test and start-up, special inspection, and others as the Project CM determines are necessary.

Mechanical and Electrical QA Inspectors will be required to perform mechanical and electrical QA inspection intermittently during the project and at the latter stages of the project as per the construction schedule to oversee the completion of the mechanical and electrical work and follow-on associated test and start-up activities

Environmental Inspector(s) – will be required to perform all of the duties as described in the WSIP CM Plan (1.6.31).

Specialty Environmental Monitor(s) – will be required to perform all of the duties as described in the WSIP CM Plan (Appendix M, 1.6.32)

Construction Scheduler/Cost Specialist – will be required to perform all of the duties as described in the WSIP CM Plan (1.6.33);

Estimator – will be required to perform all of the duties as described in the WSIP CM Plan (1.6.34).

Public Relations Specialist – will be required to assist the SFPUC Communications Group in monitoring and reporting the work progress to the community and outside stakeholders. The specialist will coordinate with all the project team and will provide support and guidance (in coordination with the SFPUC Communications Sunol Valley Regional Representative) as required to keep the community informed and to alleviate any concerns that may arise as described in the WSIP CM Plan (1.6.39).

Survey Control – will be required to perform all of the duties as described in the WSIP CM Plan (2.2.9.5).

NOA Compliance Manager (NOACM) – reports to the Project CM for all activities related to NOA, coordinates with the Environmental Compliance Manager, and coordinates with the Project Safety Manager through the Project CM. The activities that would be related to NOA include the following tasks:

- Integrates NOA compliance management responsibilities and requirements into the construction management processes; coordinates with the CM team on NOA compliance issues; and implements the requirements under the Comprehensive Air Monitoring Program (CAMP). Inspects the construction contractor's implementation of the requirements under the CAMP, the Bay Area Air Quality Management District (BAAQMD) and Cal/OSHA permits, the Mitigation Monitoring and Reporting Plan (MMRP), and all NOA-related, relevant requirements under federal, state and local permits and construction documents (herein referred to as the "NOA Requirements").
- Implements quality plans to assure all NOA Requirements are completed in conformance to the Contract Documents; implements NOA compliance requirements and procedures; assists with the management of schedules, costs, and change orders as they relate to the NOA Requirements; assists with Public Outreach efforts; and maintains all construction documentation and records related to NOA Requirements.

- Manages and assigns NOA Inspectors and NOA Monitors; manages the procurements of NOA-related monitoring equipment and laboratory testing services; maintains quality and consistency of project NOA inspection reports; maintains quality and consistency of field inspections and monitoring under the NOA Requirements; assists the Project CM in the management of agency notifications and communications; assists the Project CM with variance request determinations; and reviews non-compliance and violation reports as they relate to the NOA Requirements.
- Serves as the responsible professional to review and interpret all personal and perimeter monitoring data to approve/initiate any modifications to the sampling strategy or corrective actions in accordance with Cal/OSHA and CAMP. Also reviews construction contractor CIH's interpretations of construction contractor staff's personal air monitoring data.
- Prepares biannual and annual NOA compliance reports for agencies; and conducts or provides NOA Training for the related construction contractor and Inspection/Monitoring for the (NOACM) staff.
- Assists Project CM with Agency interface for non-compliance and violations and coordinates resolution with SFPUC Environmental Construction Compliance Manager related to the NOA Requirements.
- Coordinates with SFPUC Bureau of Environmental Management (BEM) permitting managers regarding Interagency Permitting Task Force site visits.
- Sets up and maintains NOA compliance records and files in coordination with SFPUC document controls requirements and the ECM and related requirements in the CAMP.
- Prepares compliance reports, and maintains permit binders, and tracks variance requests.

Lead NOA Inspector – assures that the construction work related to NOA is performed and completed in accordance with the Contract Documents. Conducts periodic surveillance and inspection of the Work, monitors the construction contractor's quality process, and coordinates field sampling and testing for verification of quality results as needed under the NOA Requirements. Assists the NOACM in planning for and coordinating all NOA monitoring and inspection activities, compiling all daily NOA inspection records, reviewing field NOA related submittals, monitoring resolution of all NOA quality issues and leading the Substantial Completion and Final Completion inspections. Be available to confirm

the limits of areas deemed by the contractor to contain NOA and verify that boundaries are accurately recorded. Prepares daily NOA Inspection Reports and assists the NOACM in preparing non-compliance and violation reports and Variance Request Forms regarding NOA. The designated Lead NOA Inspector reports to the NOACM and all other NOA Inspectors report to the designated Lead NOA Inspector.

NOA Inspector(s) – inspects, evaluates, verifies and documents that construction activities are in compliance with the NOA Requirements. Specifically, the NOA Inspector identifies and evaluates field geological changes and proposed variances for NOA issues. Supervises and implements monitoring under the CAMP; inspects construction contractor site equipment and indoor building management and cleanliness, NOA segregation fencing, dust suppression practices and controls, erosion control features, water treatment, access and staging areas, worker protection practices such as shower and changing facilities, and excavation, earthwork, storage, management of NOA-containing materials. Provides daily feedback to the Lead NOA Inspector regarding construction contractor's compliance with NOA Requirements. Reports to the designated Lead NOA Inspector, or to the NOACM.

Lead NOA Monitor – Implements the requirements in the CAMP, oversees the implementation of and conducts daily or routine inspection of CAMP equipment and activities. Reports to the NOACM. With proper additional certifications (see Section VI.3) may serve as an Acting NOACM as needed. Receives and compiles laboratory analytical CAMP air monitoring and CM staff personal monitoring data; oversees NOA monitors and recommends modifications to the sampling strategy to the NOACM; informs NOACM and the Lead Inspector of perimeter and construction activity area monitoring non-compliance events in accordance with CAMP procedures. Implements air monitoring for CM staff and CM visitors, and provides daily monitoring reports to the NOACM. Provides daily feedback to the Lead NOA Inspector regarding construction contractor's compliance with NOA Requirements, including results of daily construction activity area monitoring under the CAMP.

NOA Monitor(s) -- Conducts perimeter monitoring for air quality as identified in the CAMP; maintains CAMP equipment; implements the CAMP QA/QC plans; and prepares field reports of CAMP monitoring activities. Inspects and monitors construction contractor activities for compliance with NOA Requirements (i.e., dust control, personal monitoring, segregation of NOA areas and its personnel and equipment, worker protection facilities, water and erosion control, segregation and disposal of NOA containing material, etc.); provides data and daily field observations to assist NOA Inspectors. Reports to the NOACM or the Lead NOA Monitor.

IV.4 GENERAL REQUIREMENTS

The CCM will be responsible for monitoring the construction Contractor's activities for compliance with contractual requirements relating to safety, as set forth in the WSIP Safety Approach and the WSIP CM Plan. In addition, the Project CM will have full and total responsibility for its employees' and its Subconsultants' safety on the project and will develop and implement a Project Safety Plan addressing the safety of its employees and subconsultants for review by the Safety Manager.

The Project Safety Plan shall comply with the WSIP Safety Approach (Appendix N). http://sfwater.org/msc_main.cfm/MC_ID/15/MSD_ID/374

In addition to the Key/Lead Team members and Other Team members roles and responsibilities stated above, the CCM shall propose appropriate staffing levels for all other functions not provided by the SFPUC, including administration and document controls, test engineer, estimating, materials testing, relative density testing of soil compaction, surveying, geotechnical, spoils handling and disposal coordination, and/or any other roles and responsibilities deemed necessary by the CCM to effectively and efficiently manage the construction in conformance with the WSIP CM Plan (Appendix M). The CCM shall review the current implementation schedules for the CDRP and provide a coordinated Work Plan outlining their recommended approach for staffing and managing the project. The CCM shall present sufficient details of the proposed planning and rationale for staff assignments to demonstrate their full understanding of the anticipated work and commitments to provide all the resources necessary to deliver the CDRP within the established budget and schedule with full compliance with all technical, environmental, and management requirements.

If any exception is taken by the Proposer to any of the Key/Lead Team members and Other Team members roles and responsibilities described above for any individual projects, the Proposer should state the rationale behind the exception or combining of duties in its proposal. It is expected that roles and responsibilities can be combined for some aspects of the project depending on the level of effort and the timing of such tasks. The Proposer shall provide detailed explanation and the rationale behind its proposed staffing plan.

VI.5 GENERAL OBLIGATIONS

All documents generated by the Proposer as part of this Agreement shall be in conformance with SFPUC standards, formats, and procedures.

V. DESCRIPTION OF SERVICES

The following is a general description of the services necessary to complete the required assignment. Proposer shall expand upon this description of services and lay out specific activities

under the general tasks, subtasks and subtask activities descriptions provided below, as required, to fully identify work and work products and provide for a reasonable and efficient way for the CCM and SFPUC to allocate and manage the CCM contract. Requirements and duties expected of the CCM in addition to the information provided in this RFP shall comply with the WSIP CM Plan (see Appendix M). The proposed Work Plan including the detailed Staffing Plan is key to demonstrate the understanding and ability of the CCM team members to meet SFPUC's objectives for managing and delivering the CDRP as planned.

Proposals shall be designed to convey the Proposer's ability to clearly communicate conceptual approaches to specific areas of the Work. The Proposer's view of how Key/Lead team members, Other Team members, and stakeholders will interface and how communications will be managed should be effectively demonstrated.

These following task, subtasks and subtask activities are referenced to the relevant sections (in parentheses) in the WSIP CM Plan to provide guidance to the Proposer as to the anticipated Scope of Work. The sections referenced are not inclusive. The CCM will be responsible for providing all of the duties required by the WSIP CM Plan for the functional positions that will be staffed by the CCM or are provided by the SFPUC and/or City. The Proposer is responsible for reviewing the WSIP CM Plan to obtain a full understanding of that Plan and how it relates to the Scope of Work to be provided by the CCM and to each of these tasks, subtasks and subtask activities listed below. These task, subtasks and subtask activities shall be performed by the CCM and its staff for the CDRP in a manner that is consistent with the Approach to Construction Management Services as described in the WSIP CM Plan. The CCM can add, delete, or modify any of these tasks, subtasks and subtask activities as appropriate. Full and detailed rationale shall be presented to support the proposed plan.

Task 1 Intentionally Left Blank – There will not be a designated Task 1 (Regional CM Services) for the Proposed Calaveras Dam Replacement Project.

Task 2 Provide CM Services for Proposed Calaveras Dam Replacement Project (CDRP):

Subtask 2.1 Pre-Construction Services

Note: It is anticipated that NTP for the CCM contract will be issued in early August 2010. The CCM will be required to provide constructability and biddability reviews on the draft 100% design documents within 3 weeks of NTP in order to allow time for the design team to incorporate comments into the final bid documents for advertisement in September 2010.

Activities:

- 2.1.1 Review and Comment on Design Engineer Construction Schedule (2.1.1).
- 2.1.2 Provide Constructability Reviews (2.1.2).

- Provide Constructability and Biddability Reviews at the Draft 100% Design Milestone prior to Bid and Award.
 - Review and Comment on Final 100% Design Products prior to Bid and Award.
 - Review and Comment on construction contractor QC Requirements.
 - Review and Comment on construction contractor Required Submittals.
- 2.1.3 Provide Bid and Award Phase Assistance (2.1.3).
- 2.1.4 Provide Construction Contract Requirements for Project Construction Manager Field Offices and Other Project Related Costs/Services (2.1.9).
- 2.1.5 Provide Support for the Construction Contract Pre-Bid Conference (2.1.6).
- 2.1.6 Provide Assistance with Permits and Rights-of-Way (2.1.7).

Environmental permitting is being managed by the SFPUC's Bureau of Environmental Management (BEM) supported by a team of environmental consultants. Permitting is on an aggressive schedule but it is possible that final permits may not be obtained by the scheduled bid advertisement date. Therefore, the SFPUC may need to issue an Addendum to the Bid Package once final permit conditions are obtained from the regulatory agencies. The CCM would be called upon to assist the SFPUC in managing the incorporation of final permit conditions into the Bid Package and issuing an Addendum, as necessary.

- 2.1.7 Provide Project CM Plan in accordance with the WSIP CM Plan (2.2.1).
- 2.1.8 Provide Project NOA Compliance Management (NOACM) Plan.

The NOACM will prepare a NOA Compliance Monitoring Plan that will include both the scope of work for the implementation of: 1) the CAMP; and 2) the NOA Compliance Monitoring Plan during construction including Cal/OSHA requirements for the protection of CM staff and CM visitors.. Incorporate the NOACM Plan into the Project CM Plan.

- 2.1.9 Provide Resource Loaded Task, Subtask and Subtask Activities Plan for CM Consultant Services (2.2.4).

The Plan will match the CCM Scope of Work, WBS (Tasks, Subtasks and Subtask Activities) and the level of resource loading (monthly person-hour loading of each resource) in a format as determined by the Deputy Director of Construction.

- 2.1.10 The CCM will provide monitoring equipment and laboratory testing services needed for implementation of the CAMP and WQMP and for CM staff and CM visitors personal monitoring. The CCM will work with the City to develop approved lists of vendors that are qualified to provide the needed

monitoring equipment and laboratory testing services. The CCM will solicit competitive proposals from these vendors, and will negotiate and establish “best-value pricing” based on the anticipated volume of services. Multiple vendors in each category of services may be needed in order to provide the needed turn-around time and uninterrupted continual services. (An ODC allowance amount is included in the OPS for monitoring equipment and laboratory testing services.)

- 2.1.11 Assist with SFPUC’s Public Outreach efforts (2.2.5).
- 2.1.12 Review environmental requirements found in the Mitigation Monitoring and Reporting Plan prepared during the CEQA environmental approval process and perform pre-construction mitigation measures including but not limited to preparation of plans (e.g., Archaeological Monitoring Plan). (2.1.10).
- 2.1.13 Provide CM Safety Plan (2.2.2.2).

In addition to the requirements specified in the WSIP CM Plan, the CM Safety Plan will include safety measures related to the presence of NOA, metals, and silica for CM staff at the site in accordance with all relevant and applicable local, state, and federal requirements in addition to those listed in the MMRP and project permit conditions, as well as, CM staff training in asbestos, metals, and silica awareness and Competent Person (CP) training for metals and silica, as well as, oversight for prospective Site Surveillance Technicians (SST’s) during the fulfillment of experience requirements. In addition, the CM Safety Plan will include preparation of training materials for training of CM visitors (i.e., DSOD and other regulatory visitors, SFPUC management visitors, and other CM visitors) and construction contractor staff in the form of site-specific asbestos, metals, and silica awareness training for all construction contractor staff and visitors. Training materials should be developed to allow for training times to vary depending on personnel involvement in the project.

- 2.1.14 Provide CM QA Plan (2.2.9.6.2).
- 2.1.15 Provide project Risk Management Plan (2.2.8.4).

Subtask 2.2 Construction Contract Administration

Activities:

- 2.2.1 Implement CM Safety Plan (2.2.2.2).
- 2.2.2 Implement Construction Management Information System (2.2.3).
- 2.2.3 Manage CM Contract (2.2.4).
- 2.2.4 Support SFPUC Public Outreach Efforts (2.2.5).

An experienced Public Relations Specialist will be required on a part-time to full-time basis (work schedule will vary according to construction workload

and support needs) to support CDRP construction activities. For budgeting purposes, the consultant should allow a total of **1 FTE for the first two years and 0.5 FTE for the following two years** for this role (over the duration of this contract). These hours will cover pre-construction and construction public outreach support for the CDRP. The Public Relations Specialist will be stationed in the Project office and report directly to the SFPUC Communication Liaison appointed to the CDRP.

It is anticipated that the public outreach efforts will include coordination and dissemination of data collected during the implementation of the CAMP. The data collected under the NOACM Monitoring Plan (2.2.9.6.2) will require management and control for dissemination of data as described in the CAMP and other project documents.

2.2.5 Administer Security Program Requirements for the Project (2.2.6).

2.2.6 Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7).

The PLA is located on the [wee.sfwater.org](http://sfwater.org) website at the following link:
http://sfwater.org/custom/bid/planlist.cfm/bidtype/1/MCID/15MSC_ID/149

2.2.7 Provide Construction Administration for the Project (2.2.8.1 through 2.2.8.19)

2.2.8 Provide Administration Support for the Project (1.6.25).

2.2.9 Provide Testing and Start-Up Management Services (2.2.8.20).

2.2.10 Provide Support for Spare Parts and Warranties (2.2.8.21).

2.2.11 Provide management of Acceptance of the Work and Close-Out (2.2.8.22). In addition to the requirements stated in the WSIP CM Plan, the Project CM (or designated Key/Lead Team Member or Principal-in-Charge who maintains a current license as a California Professional Civil Engineer) will stamp and wet sign a minimum of three sets of as-built drawings and will certify that the project was constructed in general conformance with the design plans and specifications.

2.2.12 Provide Support for Project Administration for Close-Out and Turn Over (2.2.8.23).

Subtask 2.3 Construction Quality Assurance (2.2.9.1 through 2.2.9.6)

Provide Quality Assurance Services (2.2.9).

In addition to the requirements of the WSIP CM Plan, provide Special Inspections Services as required by the California Building Code (CBE) 2007, Chapter 17. The CBC as adopted by the City and County of San Francisco Building Department and referred to as SF Building Code lists Structural Inspections/Observations which must be carried out on construction projects.

The CCM will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the Project Engineer, for preparing design changes.

Subtask 2.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

Provide Construction Contracts Management Services in accordance with the requirements of the WSIP CM Plan (2.2.10)

Subtask 2.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

Provide Project Controls Services in accordance with the requirements of the WSIP CM Plan (2.2.11).

Subtask 2.6 Construction Environmental Compliance Management, Inspection, and Monitoring Services (2.2.12.1 through 2.2.12.10).

Provide Environmental Compliance Management, Inspection, and Monitoring Services in accordance with the requirements of the WSIP CM Plan (2.2.12.1 through 2.2.12.10).

As described above, the CDRP Draft Environmental Impact Report is available. The EIR will not be finalized until September 2010 and permits obtained thereafter. Thus, only draft CEQA and NEPA requirements and permit conditions included in the project's permit applications are available during this proposal period as follows:

- Draft EIR
- Regional Water Quality Control Board - 401 Water Quality Certification Application
- Regional Water Quality Control Board – Report of Waste Discharge Application
- US Fish and Wildlife Service – Section 7 Biological Assessment
- US Army Corps of Engineers – Individual Permit Application

The Draft EIR is available on the San Francisco Planning Department's website. Selected permit applications and other references will be available on a "References CD" for purchase from the SFPUC under a signed confidentiality agreement (see Section VII.1 and Appendix Q of this RFP for details).

Although the project will be obtaining a Streambed Alteration Agreement from California Department of Fish and Game, a permit application has not been finalized and will not be available during this proposal period.

In addition, some permits will be in negotiation with the relevant agencies and will require finalization by the construction contractor including the following: BAAQMD Asbestos Dust Mitigation Plan Authorization; Cal/OSHA Construction Permit; RWQCB Site Specific SWPPP based on the CDRP Individual NPDES Permit and SWPPP Framework (currently in progress).

Proposers should review the Draft EIR and permit applications for potential project requirements, but are cautioned that these requirements may change in the final EIR and project permit requirements. A summary of the environmental impacts and mitigation measures included in the Draft EIR are included in Appendix O of this RFP.

Coordinate and provide for Specialty Environmental Monitors (e.g., biologists, archaeologists and/or paleontologists) to perform pre-construction and construction surveys for special status wildlife and resources and perform pre-construction and construction mitigation measures as required by the CEQA document (e.g., MMRP) and permits conditions. (2.2.12.5)

Coordinate and provide for Environmental Inspector(s) to evaluate, verify, and document compliance with all environmental requirements in accordance with mitigation measures as required by the CEQA document (e.g., MMRP) and permits conditions. (2.2.12.5)

Implement the WQMP and prepare reports and other documentation related to the WQMP: The WQMP will include quarterly water quality monitoring of Calaveras Reservoir and Calaveras and Alameda Creeks to provide a general water quality trends over the construction period to verify the overall effectiveness of the mitigation measures imposed on the project. The monitoring will include, at a minimum, the quarterly monitoring of general and chemical water quality parameters, in accordance with the Water Quality Monitoring Program (WQMP) being prepared by the City. There will be four (4) locations in the Calaveras Reservoir and up to three (3) locations in Alameda Creek and one (1) location in Calaveras Creek downstream of the dam excavation area.

Other environmental compliance management services include, but are not limited to the following:

- Provide advice on the interpretation of environmental requirements and ensure overall compliance with project specifications, environmental permits and agreements, and the Mitigation Monitoring and Reporting Program (MMRP). (2.2.12.8)
- Prepare project-specific environmental plans required in MMRP such as the Archaeological Monitoring Plan (2.2.12.4). Note that an Archaeological Evaluation Plan has been completed for the project as well as the Archaeological Evaluation Plan Report.

- Review contractor's environmental submittals to determine that they are consistent with MMRP requirements, permits, and agency agreements. (2.2.12.4)
- Prepare both Monthly MMRP Reports and MMRP Quarterly Reports. (2.2.12.7)
- Manage preparation of minor project modification requests (e.g., extra workspace requests) including coordinating and performing required biological and/or cultural surveys and reports. (2.2.12.6)
- Review non-compliance reports and ensure timely resolution of non-compliance reports.
- Develop Supervisory Level Environmental Training Program (approximate 3 hour slide presentation) and Crew Level Environmental Training Program (approximate 1 hour) with accompanying general environmental requirements brochure (2.2.12.2)
- Provide internal training to Environmental Inspectors and Specialty Environmental Monitors, as applicable, to help ensure that that field staff are properly prepared to perform their duties.

Subtask 2.7 Construction NOA Compliance Monitoring Services

Provide NOA Compliance Monitoring Services: Draft EIR requirements specifically related to the presence of NOA are summarized in the Appendix O (Draft EIR Table S.2), including, but not limited to the following mitigation measures to be implemented by the construction contractor:

- Dust Mitigation Plan and Comprehensive Air Monitoring Plan (Mitigation Measure 5.9.2a).
- Construction Worker Protection (Mitigation Measure 5.9.2b)
- Watershed Keeper's Residence Protection and Monitoring (Mitigation Measure 5.2.9c).
- Excavated Materials Management Plan (Mitigation Measure 5.2.9d).
- Fugitive dust mitigation measures recommended by the BAAQMD (Mitigation Measure 5.13.1a).

The CCM shall monitor compliance with the above mitigation plans and requirements. In addition to compliance monitoring of the above during construction, the NOACM team will implement the CAMP.

In view of the limited project-specific scope of services available at this time for Subtask 2.7, Proposers should assume the following level of effort will be required by the following NOA staff over an estimated duration of 42 continuous months within the 48 month construction contract duration depending on the construction contractor's actual operations:

- NOACM 2,400 hours per year
- Lead NOA Monitors 2,400 hours per year

- Lead and Other NOA Inspectors 1,800 hours per year
- NOA Monitors 5,300 hours per year

NOACM staff must be available for both day and night shifts. NOA staff must meet Cal-OSHA requirements, including training and medical approval, as applicable, for use of on-site personal worker protections such as respirators as necessary.

VI. QUALIFICATIONS

VI.1 PRIME PROPOSER AND JOINT VENTURE (JV) PARTNERS QUALIFICATIONS

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 RFP, the Prime Proposer or Lead JV Partner must demonstrate relevant expertise to successfully perform Construction Management Services during all phases of the proposed project. In addition, the Prime Proposer or Lead JV Partner must demonstrate the ability to manage its team members, as required, to successfully perform all of the required scope of services described in this RFP.

To qualify as a Prime Proposer or Lead JV Partner for this RFP, the Prime Proposer or Lead JV Partner must have successfully completed Construction Management services in a lead role for at least two (2) zoned embankment dam projects of at least seventy (70) feet in structural height within the past fifteen (15) years, where "structural height" is defined as the difference between the dam crest elevation and lowest point in the dam foundation, and "zoned" is defined as including internal non-horizontal filters and/or drainage zones within the embankment. In addition, the Prime Proposer or Lead JV Partner must have successfully completed Construction Management services in a lead role for an infrastructure project or program, similar to the WSIP projects, with a constructed value of \$150 Million or more within the past ten (10) years. The Prime Proposer or Lead JV Partner must meet these qualification requirements on its own as a firm/entity; the City will not consider the experience/qualifications of other joint venture partners or subconsultants when evaluating a Prime Proposer's or Lead JV Partner's qualifications under this paragraph.

To qualify as a Non-Lead JV Partner for this RFP, the Non-Lead JV Partner must have successfully completed Construction Management services in a lead role for a complex infrastructure project or program, similar to the CDRP with a total constructed value of \$50 Million or more, within the past ten (10) years. The Non-Lead JV Partner must meet this qualification requirements on its own as a firm/entity; the City will not consider the

experience/qualifications of other joint venture partners or subconsultants when evaluating a Non-Lead JV Partner's qualifications under this paragraph.

VI.2 SUBCONSULTANT QUALIFICATIONS

For the CDRP, the SFPUC will require a variety of specialized services from firms with extensive experience in the construction of large, complex infrastructure projects/programs.

To qualify as a Subconsultant for Communication/Public Affairs, the Subconsultant must possess a minimum of five (5) years' professional experience managing construction community relations for large and complex construction projects; and professional experience within the last five (5) years managing community relations associated with construction management of one or more verifiable multi-year projects with a value exceeding \$150 Million, preferably in water or wastewater infrastructure. If the firm has less than five (5) years in business, the City may consider relevant experience of the firm's owners, partners or principal officers responsible for making significant administrative and business decisions on behalf of the firm. The City will credit any relevant experience of such senior personnel toward the organizational qualification requirement if the individual has at least fifteen (15) years experience in managing construction community relations for large and complex construction projects and Proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of Subconsultant's performance based on the individual's present management/supervisory role with the firm and the individual's anticipated involvement in the management/supervision of the work/services.

To qualify as a Subconsultant for NOA Compliance Monitoring tasks, the Subconsultant must possess a minimum of five (5) years of professional experience in construction air quality monitoring on heavy construction projects with similar features as the CDRP, and two (2) recent projects related to construction perimeter and/or personal monitoring for airborne contaminants. One (1) project must have included NOA air monitoring (either perimeter or personal monitoring). If the firm has less than five (5) years in business, the City may consider relevant experience of the firm's owners, partners or principal officers responsible for making significant administrative and business decisions on behalf of the firm. The City will credit any relevant experience of such senior personnel toward the organizational qualification requirement if the individual has at least ten (10) years experience in construction air quality monitoring and Proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of Subconsultant's performance based on the individual's present management/supervisory role with the firm and the individual's anticipated involvement in the management/supervision of the NOA compliance monitoring work/services.

To qualify as a Subconsultant that will provide other technical services described in this RFP, the Subconsultant(s) must possess a minimum of five (5) years of professional experience in the technical field(s) required under the scope of services for which the Subconsultant is being proposed for (e.g., geotechnical services, project controls, environmental inspection and monitoring surveying, material testing, etc.). If the firm has less than five (5) years in business,

the City may consider relevant experience of the firm's owners, partners or principal officers responsible for making significant administrative and business decisions on behalf of the firm. The City will credit any relevant experience of such senior personnel toward the organizational qualification requirement if the individual has at least fifteen (15) years experience in the technical field(s) required under the scope of services for which the Subconsultant is being proposed; and Proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of Subconsultant's performance based on the individual's present management/supervisory role with the firm and the individual's anticipated involvement in the management/supervision of the work/services.

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

VI.3 KEY/LEAD TEAM MEMBERS AND OTHER TEAM MEMBERS' QUALIFICATIONS

The following are qualifications of suggested positions for the CCM team. It is the responsibility of the Proposer to build its own CCM team organization to fulfill the roles and responsibilities needed to efficiently and economically manage the assigned CDRP in accordance with the WSIP CM Plan.

Proposers are required to indicate the specific project assignments of each of the Key/Lead and Other Team members and demonstrate conformance to the qualifications described below as the qualifications relate to the specific project assignments. If any of the below described Key/Lead Team members and Other Team members are proposed to be combined, Proposers shall demonstrate conformance to the most stringent qualifications related to the combined positions.

In consideration of the various NOA compliance services and positions requested in this RFP, Proposers who are seeking qualified consultants may wish to consult the websites of the American Board of Industrial Hygienists and State of California Certified Asbestos Consultants to locate qualified firms and/or individual consultants. These websites, provided below for convenience, contain information on individuals who are registered as Certified Industrial Hygienist (CIH), Certified Asbestos Consultants (CAC) and/or Site Surveillance Technician (SST). Consulting firms with practices based in these fields are also listed. Please note that these websites are provided as information only, and should not be construed as an endorsement by the SFPUC of individuals and/or firms. Furthermore, the information provided on these websites should not be considered the entire list of individuals and/or firms who may be qualified to provide the NOA compliance services requested in this RFP.

- To search for the CIH based consulting firms, go to <http://www.abih.org/members/roster/rostersearch.cfm>, and enter the zip code(s) of interest.

- To search for CACs and SSTs, go to http://www.dir.ca.gov/databases/doshcaccsst/caccsst_query_1.html and click "View Entire Listing".

VI.3.1 KEY/LEAD TEAM MEMBERS' MINIMUM QUALIFICATIONS

Project Construction Manager:

To qualify as the Project Construction Manager an individual must possess the following qualifications:

- At least twenty (20) years of recent experience in construction management of large and complex engineering/construction projects similar to the WSIP projects;
- Experience in one (1) or more relevant, verifiable project(s) of the type and scope directly comparable to the CDRP. At a minimum, this experience shall include construction management services for large dam(s) where at least a major component of the dam(s) includes zoned embankment dam construction at least seventy (70) feet in structural height;
- Verifiable experience in working with environmentally sensitive areas; CEQA experience is highly desirable;
- A baccalaureate degree in Civil Engineering or related field from an accredited institution;
- Current (or ability to readily transfer) registration as a Professional Engineer (Civil) in the State of California. Alternatively, if the Project Construction Manager does not possess a current registration, another Key/Lead Team member or Principal-in-Charge of the CCM Team must possess a current Professional Engineer (Civil) registration in the State of California;
- Experience in using Primavera P3/P6.2 Scheduling software and Primavera Contract Manager/Expedition is highly desirable, but not required; and
- Although not required but highly desirable, a certification as a Certified Construction Manager (CCM) or Project Management Professional (PMP).

Environmental Compliance Manager:

To qualify as the Environmental Compliance Manager, an individual must possess the following qualifications:

- A baccalaureate degree in biology, environmental sciences or environmental engineering from an accredited institution;
- At least fifteen (15) years overall experience as a biologist or environmental scientist including at least six (6) years' experience in construction compliance monitoring of which at least three (3) years' experience managing environmental inspectors and specialty monitors on large infrastructure projects;

- Direct and recent experience and knowledge of CEQA is highly desirable; and
- Although not required, a master's degree in biology or environmental sciences is highly desirable.

Environmental Coordinator

To qualify as the Environmental Coordinator, an individual must possess the following qualifications:

- A baccalaureate degree in biology or environmental sciences from an accredited institution; and
- At least seven (7) years overall experience as a biologist or environmental scientist including at least five (5) years experience in construction compliance monitoring of which at least two (2) years involved managing environmental inspectors and specialty monitors on large infrastructure projects.

Naturally Occurring Asbestos Compliance Manager (NOACM):

To qualify as a NOACM for this RFP, an individual must possess the following qualifications:

- Certified Industrial Hygienist (CIH);
- California Asbestos Consultant (CAC) or a Site Surveillance Technician (SST)¹ or has completed the 40-hour AHERA Supervisor training class (Supervisor) with current refresher within the last three years;
- At least seven (7) years of recent relevant field hazardous material monitoring management and implementation experience;
- At least three (3) years of recent relevant field NOA air monitoring management and implementation experience;
- Fully knowledgeable of current air monitoring techniques and equipment associated with heavy construction/earthmoving and tunneling construction techniques; and the safe working habits and regulations in relation to different phases of construction;
- Experience in at least two (2) relevant, verifiable hazardous material projects with features similar to those of the CDRP; and
- Ability to understand and interpret contract plans and specifications; perform mathematical computations and apply results to NOA monitoring work; and prepare various types of reports and other written communications necessary for record keeping and letters to contractors.

¹ Prospective SSTs in training must be continuously under direct on site supervision of a CAC. For the CDRP, the SST may obtain the six-months of experience on the CDRP after completing the mandatory class work prior to working on the site. A CAC must be present during all NOA monitoring activities on the CDRP site.

Lead QA Inspector:

To qualify as the Lead QA Inspector, an individual must possess the following qualifications:

- At least fifteen (15) years of recent experience in construction management and QA inspection of large and complex engineering/construction projects similar to the WSIP projects;
- Experience in at least one (1) relevant, verifiable large zoned embankment dam project of the type and scope directly comparable to the Calaveras Dam Replacement Project. At a minimum, this experience shall include inspection services for large dam(s) where at least a major component of the dam(s) includes zoned embankment dam construction at least seventy (70) feet in structural height;
- Full knowledge of QA/QC construction inspection methods and current construction techniques; construction materials necessary to determine the quality and correct use in projects; and the safe working habits and regulations in relation to different phases of construction. Specific experience is required in heavy civil projects;
- Ability to understand and interpret contract plans and specifications to administer the contract; perform mathematical computations and apply results to inspection work; and prepare various types of reports and other written communications necessary for record keeping and letters to construction contractors; and
- All required certifications in the appropriate categories necessary to perform a proper QA inspection in accordance with best industry practices for all types of civil work.

Field Contract Administrator:

To qualify as a Field Contract Administrator, an individual must possess the following qualifications:

- At least ten (10) years of recent experience in construction contract management on large and complex engineering/construction projects similar to the WSIP projects;
- Experience in at least three (3) relevant, verifiable heavy civil/industrial type projects;
- A baccalaureate degree from an accredited institution in Engineering, Construction Management, Business Administration or relevant discipline;

- Full knowledge of Construction Contract Requirements, Contract Change Conditions and Claims analysis and negotiations, Change Orders Cost Estimates, and Time Impact Analysis; and
- Experience in using Primavera P3/P6.2 Scheduling software and Primavera Contract Manager/Expedition is highly desirable.

Lead NOA Inspector:

To qualify as a Lead NOA Inspector for this RFP, an individual must possess the following qualifications:

- Professional Geologist, registered in the State of California;
- CAC or SST² and a Compétent Person (CP) for the sampling of metals and silica³ ;
- At least five (5) years of recent relevant field inspection on heavy construction projects with similar earthwork features (including underground work) as the CDRP and at least two (2) years' relevant air quality monitoring experience;
- Experience in at least one (1) relevant, verifiable project with features similar to those of the CDRP as the CP practiced in visually determining the boundaries and/or presence of a given lithology based on hazard identification during excavation and performance of personal breathing zone and personal area monitoring;
- Fully knowledgeable of current air monitoring techniques and equipment associated with heavy construction/earthmoving and tunneling construction techniques; and the safe working habits and regulations in relation to different phases of construction; and
- Ability to understand and interpret contract plans and specifications; perform mathematical computations and apply results to NOA monitoring work; and prepare various types of reports and other written communications necessary for record keeping and letters to contractors.

VI.3.2 OTHER TEAM MEMBER MINIMUM QUALIFICATIONS

² Prospective SSTs in training must be continuously under direct on-site supervision of a CAC. For the CDRP, the SST may obtain the six (6) months of experience on the CDRP after completing the mandatory class work prior to working on the site. A CAC must be present during all NOA monitoring activities on the CDRP site.

³NOA inspectors/monitors may become trained CPs on the CDRP under a CIH. For purposes of the CDRP, a CP is someone who by training and/or experience has the necessary knowledge and skills to properly implement the ambient air sampling of metals and silica, which includes, but is not limited to, the proper deployment and placement of pumps, the calibration of pumps, and the handling of filters. Competency will need to be established by a CIH who documents in writing that the applicable training and/or experience is adequate.

QA Inspectors:

It is anticipated that several different disciplines of QA inspection (Geotechnical, Structural, Civil, Mechanical and Electrical) will be required. To qualify as a QA Construction Inspector, an individual must possess the following qualifications:

- At least ten (10) years of recent experience in construction management and QA inspection of large and complex engineering/construction projects similar to the WSIP projects **OR** a Bachelor's degree in civil engineering, mechanical or electrical engineering and at least three (3) years of recent relevant field inspection experience;
- Experience in at least three (3) relevant, verifiable heavy civil/industrial type projects including at least two (2) projects with features similar to those of the Calaveras Dam Replacement Project;
- Full knowledge of QA construction inspection methods and current construction techniques; construction materials necessary to determine the quality and correct use in projects; and the safe working habits and regulations in relation to different phases of construction. Specific experience is required in heavy civil projects for the Civil Inspector(s);
- Ability to understand and interpret contract plans and specifications to administer the contract; perform mathematical computations and apply results to inspection work; and prepare various types of reports and other written communications necessary for record keeping and letters to contractors; and
- All required Certification in the appropriate categories needed to perform a proper QA inspection according to the best industry practice for all types of inspection needed.

Construction Scheduler/Cost Specialist:

To qualify as the Construction Scheduler/Cost Specialist, an individual must possess the following qualifications:

- A minimum of ten (10) years of recent experience in scheduling and cost engineering relative to medium to large and complex engineering/construction projects similar to the WSIP projects;
- Experience in at least three (3) relevant, verifiable heavy civil/industrial type projects. The ideal candidate will have dam construction experience similar to Calaveras Dam Replacement Project;
- A baccalaureate degree in Engineering, Construction Management, Business Administration, or relevant discipline from an accredited institution; and
- Full competency with the latest version of Primavera Project Planner.

Environmental Inspector(s):

To qualify as an Environmental Inspector, an individual must possess the following qualifications:

- Biologist or environmental scientist or environmental professional with a baccalaureate degree or associates in art degree in Biology, Environmental Sciences, or Environmental Studies, or related field and five (5) years' experience, including two (2) years of construction monitoring; and
- Direct and recent experience and knowledge of CEQA is highly desirable.

NOA Inspector(s):

To qualify as a NOA Inspector for this RFP, an individual must possess the following qualifications:

- Geologist with a baccalaureate degree in Geology or related field and two (2) years of construction air quality monitoring;
- CAC or SST ⁴ and a CP for the sampling of metals and silica⁵;
- Fully knowledgeable of NOA compliance monitoring and inspection methods and current construction techniques; and the safe working habits and regulations in relation to different phases of construction; and
- Ability to understand and interpret contract plans and specifications and prepare various types of reports and other written communications necessary for record keeping and letters to contractors.

Lead NOA Monitor:

To qualify as a Lead NOA Monitor for this RFP, an individual must possess the following qualifications:

⁴ Prospective SSTs in training must be continuously under direct on-site supervision of a CAC. For the CDRP, the SST may obtain the six (6) months of experience on the CDRP after completing the mandatory class work prior to working on the site. A CAC must be present during all NOA monitoring activities on the CDRP site.

⁵NOA inspectors/monitors may become trained CPs on the CDRP under a CIH. For purposes of the CDRP, a CP is someone who by training and/or experience has the necessary knowledge and skills to properly implement the ambient air sampling of metals and silica, which includes, but is not limited to, the proper deployment and placement of pumps, the calibration of pumps, and the handling of filters. Competency will need to be established by a CIH who documents in writing that the applicable training and/or experience is adequate.

- Geologist or environmental scientist, with a baccalaureate degree in Geology, Environmental Science or related field and five (5) years' experience, including two (2) years' relevant construction air quality monitoring;
- CAC and CP for the sampling of metals and silica;
- Fully knowledgeable of current air monitoring techniques and laboratory analytical requirements, and equipment associated with heavy construction/earthmoving and tunneling construction techniques; familiar with surface water quality sampling techniques and laboratory methods; and the safe working habits and regulations in relation to different phases of construction; and
- Ability to understand and interpret contract plans and specifications to administer the contract; perform mathematical computations and apply results to NOA monitoring work; and prepare various types of reports and other written communications necessary for record keeping and letters to contractors.

NOA Monitor(s):

To qualify as a NOA Monitor for this RFP, an individual must possess the following qualifications:

- Geologist or environmental scientist, with a baccalaureate degree in Geology, Environmental Science or related field and one (1) years' experience, including experience in construction air quality monitoring and/or surface water quality monitoring;
- A CAC or SST, and a CP for the sampling of metals and silica; and
- Knowledgeable of and practices safe working habits and regulations in relation to different phases of construction

Specialty Environmental Monitor(s):

It is anticipated that several disciplines of Specialty Environmental Monitors will be required. The Specialty Environmental Monitors will inspect and monitor contractor activities for compliance with environmental performance requirements in a specific specialty (i.e., biology, hydrology, archaeology, historic and Native American issues, paleontology, arboriculture, etc.). The Specialty Environmental Monitors have the authority to halt specific activities that violate project permits or have the potential to significantly impact natural resources.

To qualify as a Specialty Environmental Monitor, an individual must possess the following qualifications:

- Biologist, environmental scientist, historian , or as appropriate for the specific specialty (biology, hydrology, archaeology, historic and Native American issues, paleontology, arboriculture, etc.), with a baccalaureate degree in appropriate field of specialty and ten (10) years' experience, including two (2) years of construction monitoring and five (5) years of Environmental handling experience; and

- Environmental handling experience is required. Environmental handling is the ability of the monitor/biologist to actually handle (capture, move, relocate) a species. For threatened and endangered species, a permit to handle (actually touch) the animal is required. For example if a biologist or monitor wants to move a California red-legged frog, they must have a Federal permit for which they were required to have so many hours education and field training in order to obtain the permit. If the species is a dual listed species (federal and state) then both entities would have permit requirements.

Public Relations Specialist:

To qualify as a Public Relations Specialist an individual must be a communications professional and possess the following qualifications:

- A four (4) year degree from an accredited institution;
- A minimum of five (5) years of experience in public outreach/community relations associated with the construction of large and complex construction projects similar to the WSIP; and
- Excellent writing and verbal communication skills; proven ability to respond to constituents and their concerns; understanding of the nuances of politics; and be highly skilled in developing and implementing responsive outreach programs.

VII. PROPOSAL

VII.1 PRE-SUBMITTAL CONFERENCE, SITE VISIT AND REQUESTS FOR INFORMATION

The Pre-submittal Conference is scheduled for March 11, 2010 and will begin promptly at 10:00am. The Pre-submittal Conference and Site Visit, which is scheduled immediately after will last up to approximately 6 hours. Attendance at the pre-submittal conference and site visit is optional but highly encouraged for the Prime Proposers and Lead JV Partners. Subconsultants are also welcome to attend.

The pre-submittal conference will be held at the Sunol Valley Golf Club located at 6900 Mission Road, Sunol, CA, 94586. Questions regarding the RFP will be addressed at this conference and any new information will be provided at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City is not bound by any oral representation. If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in written addenda to this RFP.

Prime Proposer’s attendance at the pre-submittal conference is one of the good faith steps under the San Francisco Administrative Code, Chapter 14B “Good Faith Outreach” requirements. Subconsultants are also encouraged to attend the pre-submittal conference; however attendance is not required of the Subconsultants.

As stated earlier, the Site Visit is optional but encouraged and because of potential Site restrictions, each Prime Consultant and/or JV Partner is limited to three (3) persons, and each subconsultant is limited to two (2) persons. The SFPUC will accommodate these participants with transportation to and from the Project Site and participants should bring their own bag lunch, water, and safety vest. **Participants must reserve their space by sending an e-mail titled "CS-911R Site Visit RSVP" to Gigi Borromeo at gborromeo@sfgwater.org no later than Friday March 5, 2010.**

The 95% design plans, technical specifications, selected permit applications and other references will be available on a "References CD" for purchase from the SFPUC for a fee of ten dollars (\$10.00) under a signed confidentiality agreement. To purchase a "References CD", the signed confidentiality agreement (Appendix Q) and \$10.00 fee may be submitted in person to Gigi Borromeo at 1155 Market Street, 6th Floor, San Francisco, CA 94103. Please contact Gigi Borromeo by email at gborromeo@sfgwater.org or by phone at (415) 551-4502 to schedule an appointment to purchase the CD. "Reference CDs" will be available for purchase after February 25, 2010.

All Requests for Information concerning the RFP, whether submitted before or after the Pre-submittal Conference, must be in writing and directed to Bonita McGee at rpf@sfgwater.org. All inquiries should include the number and title of the RFP.

Substantive replies will be memorialized in written addenda to be made a part of this RFP.

All addenda will be posted on the on the Contract Administration Bureau webpage (contracts.sfgwater.org) or go to: http://sfgwater.org/custom/bid/planlist.cfm/bidtype/2/MC_ID/15/MSD_ID/147 on the SFPUC website.

This RFP will only be governed by information provided through written addenda. With the exception of Human Rights Commission (HRC) or City contracting inquiries, no questions or requests for interpretation will be accepted after close of business on **March 16, 2010**.

VII.2 PROPOSAL SUBMITTAL

Deliver the following items in a sealed package clearly marked: ***CS-911R Construction Management Services - Calaveras Dam Replacement Project, by Proposers Name.***

- **Proposer's Proposal:** One (1) electronic CD file (PDF), One (1) unbound and ten (10) bound copies of the proposal and any related information (See Section VII.3);
- **Overhead and Profit Schedule:** One (1) original, one (1) copy, and one (1) electronic file (compatible with Microsoft Excel) of the Overhead and Profit Schedule in a separate sealed envelope labeled: ***"Overhead and Profit Schedule – CS-911R CM Services – CDRP by [Proposers' Name]"*** (See Section VII.4.2);

- HRC/Local Business Enterprise (LBE) Forms: Please submit one (1) original and one (1) copy of HRC Attachment two (2) forms in a separate sealed envelope labeled “*HRC/LBE Forms - CS-911R CM Services – CDRP by [Proposers’ Name]*” (See Section VII.4.1 and Section XII.2);
- HRC/12B & 12C Form: One (1) original and one (1) copy of HRC form (Form No. 12B-101) in a separate sealed envelope labeled “*HRC/12B&12C Forms - CS-911R CM Services – CDRP by [Proposers’ Name]*” (See Section VII.4.1 and Section XII.3); and
- First Source Hiring Program Certification Form: One (1) original and one (1) copy of the First Source Hiring Program Certification form in a separate sealed envelope labeled “*CS-911R CM Services – CDRP by [Proposers’ Name]*” *First Source Hiring Program Certification Form*” (See Section XII.6).

Other Required City Forms: One (1) original and one (1) copy of the following forms in a separate sealed envelope labeled “*CS-911R CM Services – CDRP by [Proposers’ Name]*” – *Other Required City Forms – Business Tax Registration Declaration, Release of Liability Form, MCO/HCAO Declaration Forms*”.

The package, which includes the Proposer’s Proposal and five (5) separately sealed envelopes, must be received at the following location no later than **April 8, 2010 at 1:00pm**. Postmarks will not be considered evidence of delivery.

Proposals should be mailed or delivered to:

San Francisco Public Utilities Commission
 Contract Administration Bureau
 Attn: Bonita McGee
 RE: CS-911R Construction Management Services – Calaveras Dam Replacement Project
 1155 Market Street, 9th Floor
 San Francisco, CA 94103

VII.3 PROPOSAL FORMAT AND CONTENT

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

- A. Cover Letter
- B. Executive Summary
- C. Work Approach
- D. Task Descriptions
- E. Project Schedule
- F. Project Team Organization and Availability
- G. Proposer Qualifications

- H. Key/Lead Team Member and Other Team Member Qualifications; Resumes and Letters of Commitment
- I. Additional References
- J. Additional Information Regarding Exhibits:
 - Exhibit A - Organizational Chart
 - Exhibit B – Resumes and Letters of Commitment
 - Exhibit C - Schedule of Estimated Number of Hours Per Task, Subtask and Subtask Activity
 - Exhibit D – Consultant Commitment Matrix

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

The text in the main proposal report, including tables and figures, shall not exceed eighty (80) pages (note: one double-sided page counts as two pages). Task, Subtask and Subtask Activity Descriptions, Appendices and Exhibits will not count against the proposal page limit. Proposers shall print their Proposal double-sided on 8.5 x 11-inch recycled and/or recyclable white paper (larger size paper can be used for figures and organization charts) and use a minimum font of 10-pts with minimum margins of 1-inch for the preparation of their Proposal. Proposer shall number every page of the Proposal, beginning with the cover letter, including pages with tables and figures.

Proposals must include the following information:

A. Cover Letter

Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the Proposal. The cover letter must include the following: (1) a statement identifying the Lead Proposer if a JV is responding to this RFP; (2) a contact for all communications pertaining to the Proposer's Proposal (include telephone number, fax number, e-mail address and mailing address); (3) a statement of the Proposer's overall ability and qualifications to conduct the work; (4) a statement that the Proposer agrees to comply fully with the Terms and Conditions of the Agreement, attached to this RFP as Appendix C; (5) a statement that the Proposer agrees that the Proposer's Overhead and Profit billing rates and individual firm Overhead and Profit billing rates listed on the OPS are non-negotiable and will be incorporated into the Agreement; and (6) a statement that the Proposer agrees to fully comply with all applicable San Francisco laws.

B. Executive Summary

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

C. Work Approach

Demonstrate your approach to managing the CDRP including coordination among all inter-related projects, coordination and communication with the SFPUC RPM, effective oversight of assigned project, and management of functions and positions (whether provided by the CCM, other consultants or SFPUC). Describe your approach to the CM services and allocation of resources to the CDRP to provide the services required in a responsive and cost effective manner.

Describe your approach to coordination with the Program Construction Manager (PCM) to support the ability of the PCM to carry out the PCM duties as described in the WSIP CM Plan.

Demonstrate your understanding of the scope of work to be provided by the CCM and describe the approach that your team proposes to use to provide CM services requested in Section VII.3.C in conformance with the WSIP CM Plan (Appendix M) to successfully carry out this Scope of Work, including but not limited to the following:

- Overall approach for providing the required Pre-construction phase services.
- Approach to managing the CM contract to control costs and provide the appropriate resources when they are needed.
- Approach to support of the SFPUC WSIP Safety Approach (Appendix N).
- Approach to providing all required Construction Administration services, including but not limited to:
 - Approach for coordinating and managing all Work activities to meet project milestones;
 - Approach to communication of issues to the Regional Project Manager, team building within the Project team and partnering with the construction contractor to establish the most effective and productive working relationships;
 - Approach to your understanding of the risks to be inherent in this project and your approach to Risk Management during construction;
 - Approach to managing an integrated CM project team with SFPUC and Subconsultants and how you would approach mentoring SFPUC staff assigned on your team to expand their experience and capabilities;
 - Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances; and
 - Approach to claims avoidance during construction. And if a formal claim is presented, your approach to analyzing, negotiating and advising SFPUC on resolution.
- Approach to providing all required QA/QC Services, including but not limited to:

- Demonstrate your understanding of Quality Assurance Inspection conducted by your CM Team vs. Quality Control conducted by the construction contractor and enforced by the CM team.
- Demonstrate your understanding of Special Inspections as required by California Building Code (CBC) 2007, Chapter 17. The CBC as adopted by the City and County of San Francisco Building Department and referred to as San Francisco Building Code lists Structural Inspections/Observations which must be carried out on construction projects.
- Approach to providing all required Construction Contract Management Services, including but not limited to:
 - Proposers approach to change management, negotiation of changes, and review and approval of progress payments.
- Approach to providing all required Project Controls Services, including but not limited to:
 - Proposers processes for internal and external notification, resolution of technical conflicts and the use of Trend Analysis for Cost, Schedule, Changes, quality issues and submittals to manage the project.
- Approach to Environmental Compliance Monitoring and Support services.
- Approach to NOA Compliance Monitoring.

D. Task Descriptions

Develop and expand Tasks, Subtasks and Subtask Activities descriptions (including key deliverables) to meet the intent of the General Scope of Services outlined in Section V Description of Services of this RFP.

The Proposer may suggest additional tasks, subtasks and subtask activities to facilitate a quality product or activity serving the project. A description of the additional tasks, subtasks and subtask activities shall be included in the Task Descriptions Section of the Proposal together with proposed team member(s) who will perform these additional tasks, subtasks and subtask activities and estimate of person-hours to complete in the Schedule of Estimated Number of Hours per tasks, subtasks and subtask activities (Exhibit C). However the Proposer shall not include any additional tasks, subtasks and subtask activities in the OPS (Appendix B) to be submitted as part of the Proposal.

Some or all of the detailed tasks, subtasks and subtask activities descriptions provided by the selected Proposer may be incorporated into the scope of services section of the Agreement.

Therefore the tasks, subtasks and subtask activities descriptions and estimated hours to be provided as part of the proposal should be detailed enough to clearly identify the work to be performed under each tasks, subtasks and subtask activities. The SFPUC reserves the right to direct an alternate structure of tasks, subtasks and subtask activities than those offered by the

Proposer to provide for efficient management and reporting of the CCM Contract.

E. Project Schedule

The project schedule developed by the Proposer shall meet the timeline outlined in Section III.2. The Proposer shall provide a resource (person-hours) loaded CPM schedule containing all tasks, subtasks and subtask activities including sequence, duration, dependencies, milestones and deliverables dates as applicable. The schedule provided by the selected Proposer will become part of the Agreement subject to approval by the City. The selected Proposer may be asked to convert the schedule submitted with its Proposal to a format that allows straightforward input of the information into the SFPUC work breakdown structure and project scheduling software (Primavera Project Planner, version P6.2).

F. Project Team Organization and Availability

It is critical that the Proposer clearly outlines how the Project Team will be organized and demonstrates a strong commitment to this project. Proposer should provide an Organizational Chart that illustrates the team structure of all proposed staff in Exhibit A of the Proposal. Proposers should also fill in the percentage of time that each Key/Lead Team Member and Other Team Members is available on this project (see below explanation under "Exhibit D – Consultant Commitment Matrix.") The Schedule of Estimated Number of Hours per Task, Subtask and Subtask Activity (Exhibit C) will also include this information in the form of the number of hours each firm and individual will perform the work on this project.

G. Proposer Qualifications

Clearly demonstrate that the Prime Proposer (or JV Partner), Non-Leading JV Partner (if applicable), and subconsultants meet all the qualification requirements outlined in Section VI.1 and Section VI.2. Provide sufficient information in the proposal for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the Scope of Services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work. When providing information about 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 should be able to demonstrate proven experience in managing and leading the JV;
- A listing of successfully managed complex construction projects;
- A description of a minimum of three (3) projects similar/relevant to the CDRP previously performed by the Prime Proposer or JV Partners; if a JV, each JV Partner shall provide at least one (1) of the three (3) project descriptions demonstrating its experience relevant to its specifically defined responsibility, and similarity/relevance to

the CDRP descriptions shall be limited to one (1) page for each project. Each description shall include:

- Project scope summary;
- Proposer's role and responsibilities in the project;
- Proposer staff members who worked on the project;
- Client name, reference name and reference contact information, including title, company name, address, telephone number, fax number and email address. The reference must be knowledgeable about the work of the Prime Proposer or JV Partner on the project;
- Dates when the project was performed (start and end dates);
- Projects costs (including both consulting firm design fee and project construction cost); and
- Proposers should indicate if project performed on schedule and on budget.

These project descriptions will be considered as part of the evaluation of written proposals. Therefore, as part of the Proposal submission, Proposers must sign a waiver for Release of Liability (see Appendix J). SFPUC will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by SFPUC staff. The SFPUC may, at its discretion, make contact with any number of individuals, entities or firms provided in the references and will apply the same reference checking criteria to all proposers. In addition, Proposers should note that a failure to provide a properly executed waiver for Release of Liability, signed by the Prime Proposer, or if a JV, by all JV partners, may result in a score of zero for the reference portion of the evaluation.

H. Key/Lead Team Members and Other Team Members Qualifications; Resumes and Letters of Commitment

Clearly demonstrate that the key/lead team members and other team members proposed by the Proposer meet all the qualification requirements outlined in Section VI.3. Provide resumes in Exhibit B to contain sufficient information in the proposal for the Selection Panel to evaluate the ability and experience of each key/lead team members and other team members successfully fulfill their roles, and complete the scope of services. Also provide resumes in Exhibit B of the Proposal additional individuals who will assume important responsibilities in the project. The information required in this section applies to both the key/lead team member and other team member positions identified in Section VI.3 and the additional key individuals proposed by the Proposer.

Briefly describe the role, responsibilities, qualifications, and company affiliation of each individual on the proposed Proposer team for the Scopes of Services outlined in this RFP. Discuss team

members' background and experience that demonstrates a strong ability to successfully perform the work.

Proposer shall provide a Letter of Commitment from each individual proposed to fill the Key/Lead Team Member and Other Team Member positions identified in Sections VI.3.1 and VI.3.2 of this RFP. Each letter of commitment shall be attached to the resume of the applicable individual, signed by the applicable individual, and dated within five (5) days of the date that proposals are due. Each Letter of Commitment must include a statement by the applicable individual that, if the SFPUC awards an agreement to the Proposer, he or she intends to work on the Project at the percentage of work time specified by Proposer in its Proposal for the duration for the Project. In the absence of a Letter of Commitment from an identified Key/Lead Team Member, Other Team Member and/or additional proposed Key Team Members, the SFPUC may determine that the Proposer does not have commitment from the identified individual's and may reject the proposal as non-responsive.

I. Additional References

Proposer must also provide two (2) references for each of the Key/Lead Team Members listed under Section VI.3.1 of the RFP. The following information must be included for each reference in order for SFPUC to confirm work experience:

- Name of reference;
- Title of reference;
- Company for whom reference works;
- Address of company;
- Telephone number of reference;
- Fax number of reference; and
- Email address of reference.

The Release of Liability signed by the Prime will apply to the references for Key/Team members. The SFPUC will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by SFPUC staff. The SFPUC may, at its discretion, make contact with any number of individuals, entities or firms provided in the references and will apply the same reference checking criteria to all proposers. In addition, Proposers should note that a failure to provide a properly executed Release of Liability, signed by the Prime Proposer, or if a JV, by all JV partners, may result in a determination by the SFPUC that the proposal be deemed non-responsive.

J. Additional Information Regarding Exhibits

Exhibit A – Organizational Chart

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

Exhibit B – Resumes with Attached Letters of Commitment

[See above Section “VI.3.H. Key/Lead Team Members and Other Team Members Qualifications; Resumes and Letters of Commitment” for the components of Exhibit B to the proposal.]

Exhibit C – Schedule of Estimated Number of Hours per Task, Subtask and Subtask Activity

Proposers must use Appendix D of the RFP to compile the information in the Schedule of Estimated Number of Hours per Task, Subtask and Subtask Activity and submit as Exhibit C of their proposals. The components of this schedule will include the same information as included in the Proposer’s OPS (see VII.4.2 Overhead and Profit Schedule below) with the exception of any reference to monetary amounts and if Proposer is suggesting additional tasks, subtasks and/or subtask activities with the staff to complete them.

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

Exhibit D – Consultant Commitment Matrix

The spreadsheet template attached with this Proposal as Appendix P, which consist of two tabs and entitled “Consultant Commitment Matrix” should be filled out completely and included with the Proposal as Exhibit D. All information in this spreadsheet must be consistent with all other submissions with the Proposal (OPS, Schedule of Estimated Number of Hours per Task, Subtask and Subtask Activity, Letters of Commitment, etc.). Failure to provide consistent information on the Consultant Commitment Matrix may result in a determination by the SFPUC that the Proposal be deemed non-responsive.

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

The second worksheet tab on Exhibit D is entitled “Consultant Commitment Matrix” and should be filled out with each Key/Lead Team Members and Other Team Members proposed on this project along with the percentage of time that each Key/Lead Team Members and Other Team Members will spend on each project for the duration of the CS-911R Contract.

VII.4 SUPPLEMENTAL PROPOSAL REQUIREMENTS

VII.4.1 HUMAN RIGHTS COMMISSION FORMS

All Proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: Form 2A - HRC Contract Participation; Form 2B - HRC “Good Faith Outreach” Requirements Form; Form 3 - HRC Non-Discrimination Affidavit; Form 4 - HRC Joint Venture Form (if applicable) and Form 5 - HRC Employment Form.

Please submit one (1) original and two (2) copies of the above forms with your proposal. The forms should be placed in a separate sealed envelope labeled “**HRC/LBE Forms - CS-911R Construction Management Services – Calaveras Dam Replacement Project by [Proposers Name]**” and delivered with the proposal package.

One (1) original and one (1) copy of the HRC/12B form (Form No. 12B-101) must be submitted in a separate sealed envelope labeled “**HRC/12B Forms - CS-911R Construction Management Services – Calaveras Dam Replacement Project by Proposers Name**” and delivered with the proposal package.

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

VII.4.2 OVERHEAD AND PROFIT SCHEDULE

One (1) original, one (1) copy and one (1) electronic file (compatible with Microsoft Excel) of the Overhead and Profit Schedule must be submitted in a separate sealed envelope labeled: “***Overhead and Profit Schedule – CS-911R CM Services CDRP by [Proposer’s Name]***” and delivered with the Proposal package.

(i) *Overhead and Profit Schedule Components*

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

For fair comparison purposes, all billing rates shall reflect 2010 billing rates. Contractor's billing rates stated in the OPS will be the billing rate for the listed individuals. Billing rates may be adjusted annually on the anniversary of the effective date of this Agreement as indicated in the Notice of Contract Award letter. The amount of any annual adjustment to billing rates is limited to a maximum of the CPI annual percent change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year, if the Index declines or shows no increase, billing rates will not be increased. Any increases in billing rates will be applied on a prospective basis only. The maximum hourly billing rate is **\$220 per hour**. In the event the maximum billing rate is to exceed \$220 per hour, the Contractor must obtain written pre-authorization from the SFPUC Project Manager and Bureau/Division Manager. Those who are allowed to exceed the maximum billing rate will keep the rate for the duration of the contract. No annual adjustment is allowed to billing rates exceeding \$220 per hour. Billing rates for staff in any position will apply regardless of whether it is straight time, premium time or overtime.

(ii) Overhead and Profit Schedule Requirements

Proposers are required to complete the attached Overhead and Profit Schedule (see Appendix B) using all the tasks, subtasks and subtask activities as outlined by the SFPUC in Section V and incorporating a broad range of staff allocation representing a reasonable estimate of the staff to be assigned to each tasks, subtasks and subtask activities, including tasks, subtasks and subtask activities with a pre-determined cost allowance. Proposers shall not include any additional/optional tasks, subtasks or subtask activities in the OPS to be submitted as part of the Proposal. If any additional tasks, subtasks and subtask activities are proposed they should be detailed in the task description section of the Proposal, as well as, in the Schedule of Estimated Number of Hours per Task, Subtask and Subtask Activities. The more detailed descriptions to be provided by Proposer shall not in any way lessen or eliminate any of the work elements outlined in the RFP. *Please note that Proposers are responsible for the correctness/accuracy of formulas and calculations within the OPS. Should errors be found in the Proposers OPS, the City may assign a score of zero for the OPS evaluation. Furthermore, it is within sole discretion of the SFPUC to reject any proposal that does not comply with the OPS requirements.*

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

Only one Overhead and Profit Rate can be used for each firm listed in the OPS. Based on the information provided in the OPS, an Effective Overhead and Profit Rate will be calculated by

dividing the Total Actual Labor Cost by the Total Base Labor Cost. The Effective Overhead and Profit Rate is essentially a weighted average of the Overhead and Profit Rates proposed for each firm listed as part of the Proposer's team and will be used for Proposal evaluation in accordance with Section VIII.5. **The Effective Overhead and Profit Rate shall not exceed 2.7.** The maximum billing rate is \$220/hour.

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. Individual Contractors must be listed individually as separate line items 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. Mark-up on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost. The Proposer's mark-up for an Individual Contractor must be captured in the subconsultant mark-up box at the bottom of the OPS.

Provision of Individual Contractors for proposed services under the Contract shall not exceed 10% of the Proposal Total Actual Labor Cost. If an Individual Contractor listed in the successful Proposer's Contractor OPS 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 Effective Overhead and Profit Rate.

The Proposer's billing rates and individual firm Overhead and Profit Rates provided in the OPS will not be negotiable during the Agreement award process and the duration of the Agreement. The individual firm Overhead and Profit Rates will apply to the billing rate of all individuals not listed in the OPS. (i.e., substitute staff and staff assigned later). The individual firm Overhead and Profit rate will also apply to all amendments to the Agreement. If a new subconsultant is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate.

The Proposer may be required to provide: 1) certified payroll records documenting the actual salaries of all individuals who are paid base hourly wages under this contract and 2) agreements showing billing rates to be paid by the Consultant to Individual Contractors or contracted Subconsultants. The Proposer should note that the City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. Individuals listed in the OPS and for whom resumes and qualifications have been submitted as part of the Proposal are expected to be provided and available to the project team as specified in the Consultant Commitment Matrix.

The Proposer shall provide the mark-up on Subconsultant labor costs as a separate line item in the OPS. Mark-ups are limited to five percent (5%) of Subconsultants' actual labor costs. Mark-ups on ODCs are not allowable.

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

The base hourly rate is an employee's base hourly payroll labor rate excluding statutory and non-statutory fringes, overhead, and profit. Where individual Contractors are utilized, their base hourly rate shall be the pay rate charged to the Prime/JV. 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. The Effective Overhead and Profit Rate and individual firm Overhead and Profit Rates shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. The individual firm Overhead and Profit Rates shall apply to all proposed staff and substituted or new or added staff for the duration of the contract.

ODCs 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 and documentation of the written approval must be included in the invoice.

The following items will be eligible for reimbursement as ODCs and will be reimbursed from the provisional sum for ODCs as indicated in the OPS (Appendix B):

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

The following items will be eligible for reimbursement as ODCs from the provisional sum for ODCs as indicated in the OPS (Appendix B):

- Out-of-town travel for project related business (“out-of-town” shall mean outside the nine (9) Bay Area Counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costs, Napa, San Mateo and Solano. For project related business travel within the nine (9) Bay Area Counties, approved leased vehicles will be used);
- Out-of-town meal, and lodging expenses for project-related business trips. Meal and lodging expenses shall be reasonable and actual but limited to Federal Government per diem rates;
- Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount

available when the vehicle is rented. Rental Vehicle will be on an as needed basis and will require prior written approval of the SFPUC Project Manager;

- Personal vehicle use: Contractor will be paid per mile as established by the United States Internal Revenue Service and only for that portion of travel that is outside the nine (9) Bay Area Counties and non-routine. If the Contractor needs to use personal Vehicles for Project related business within the nine (9) Bay Area Counties a prior written approval from the SFPUC Regional Project manager is required. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices. Prior written approval from the SFPUC RPM for any personal vehicle use for project related business is required if requested to be reimbursed to the Consultant;
- Lease payments, fuel, maintenance, insurance, parking, and other associated vehicle expenses for Project Vehicles approved by the SFPUC;
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Cell phones for CM team members as required to perform direct work related to the project;
- Permit fees;
- Expedited courier services when requested by SFPUC staff;
- Safety equipment;
- Special services, used solely for the benefit of this project and not performed by the Prime Contractor or by the Subconsultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office set-ups, maintenance, and telephone and network installations and maintenance. All such service must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

- Materials testing (such as soils, rock, concrete, grout, rebar, etc) for Quality Assurance (QA) and any testing needed to support Special Inspections; and
- Laboratory costs associated with the implementation of air and water quality monitoring under the CAMP and the WQMP or other requested work.

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

- All other project business related travel expenses such as parking, bridge tolls, public transit, travel from Consultant's residence or home office to SFPUC facilities;
- Contractor personnel relocation costs;
- Any home office labor charges or pass-through, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Postage and courier services which are not requested by SFPUC staff; and
- Costs of preparing the proposal.

Office facilities (two work stations) will be provided by SFPUC in San Francisco at 1155/1145 Market Street for pre-construction phase services until the project field office is available. Project field offices will be provided by the construction contractor within thirty (30) days of the construction contract NTP. Both offices will include office furnishings, telephone services and equipments, internet connection, copy machine, printer and fax machine, to include maintenance and supplies.

(iii) Overhead and Profit Schedule Evaluation

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

All Proposers shall keep within the maximum allowed Effective Overhead and Profit Rate of 2.7. Any Proposer that does not completely fill out the OPS provided in this RFP and/or does not

comply with the maximum allowed Effective Overhead and Profit Rate may 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.

VIII. EVALUATION AND SELECTION

VIII.1 INITIAL SCREENING

Prior to submitting proposals to the Selection Panel for review, SFPUC and HRC staff will conduct an initial responsiveness review of each proposal. Proposals will be reviewed for completeness, format requirements, verifiable references, and responsiveness to LBE and other RFP requirements. Proposals determined to be non-responsive during initial screening will be rejected and will not be considered in the evaluation process described below.

VIII.2 OVERALL EVALUATION PROCESS

The evaluation process will consist of three (3) phases – Written Proposal, Panel Interview and Overhead and Profit Schedule. The points allocated for each phase of the evaluation are fifty-five (55) points for the written proposal phase, thirty (30) points for the oral interview phase, and fifteen (15) points for the Overhead and Profit Schedule phase.

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

Proposers must obtain a minimum score of thirty-three (33) 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 thirty-three (33) 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 are eligible to be short-listed to continue on with oral interviews.

VIII.3 WRITTEN PROPOSAL EVALUATION

The selection panel will evaluate and score written proposals using the following point scale:

Evaluation Criteria	RFP Section	Points
Work Approach and Task Descriptions (Including the level of effort as outlined in the Schedule of Estimated	VII.3.C., VII.3.D.	15

Hours Per Tasks, Subtasks and Subtask Activities)		
Project Team Organization and Availability	VII.3.F, Exhibit A	10
Proposer Qualifications	V.3.G.	10
Key/Lead Team Members' Qualifications	VII.3.H. Exhibit B	10
Other Team members' Qualifications	VII.3.H. Exhibit B	5
References (Company and Key/Lead Team Members)	VII.3.I.	5
	Total	55

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

VIII.4 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 interview evaluation process will consist of a Proposer presentation followed by standard interview questions from the Selection Panel, and may include follow up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers. Note that the oral interview questions may differ from the written proposal evaluation criteria.

The Selection Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses. The oral interview scores will then be tabulated.

VIII.5 OVERHEAD AND PROFIT SCHEDULE EVALUATION

Proposers will be scored based on their proposed Effective Overhead and Profit Rate for this project.

The data provided in the OPS may be rejected and excluded from the score tabulation (e.g., score of zero for the OPS evaluation) if it is found to be inconsistent with any of the information provided in the submitted proposal. For example, classification of team members presented in Work Plan, Organizational Chart and Schedule of Estimated hours must be consistent with classification of

team members listed in the OPS. Additionally, all LBE's listed on the HRC form 2A must be correctly represented on the OPS.

A Proposer will receive up to fifteen (15) points for the Effective Overhead and Profit Rate based on the following table:

Effective Overhead and Profit Rate	Point(s)
< 2.00 – 2.00	15
2.01 – 2.05	14
2.06 – 2.10	13
2.11 – 2.15	12
2.16 – 2.20	11
2.21 – 2.25	10
2.26 - 2.30	9
2.31 – 2.35	8
2.36 – 2.40	7
2.41 – 2.45	6
2.46 – 2.50	5
2.51 – 2.55	4
2.56 – 2.60	3
2.61 – 2.65	2
2.66– 2.70	1
> 2.70 *	0

* Maximum allowable Effective Overhead and Profit Rate is 2.7.

VIII.6 TABULATING FINAL SCORES

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

- | | | |
|----|------------------------------|---------|
| 1. | Written Proposal | 55 pts |
| 2. | Oral Interview | 30 pts |
| 3. | Overhead and Profit Schedule | 15 pts |
| | Total | 100 pts |

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

IX. AWARD OF AN AGREEMENT

IX.1 AGREEMENT PREPARATION

The SFPUC General Manager will make a recommendation to the Public Utilities Commission that an Agreement be awarded to the highest ranked Proposer to perform the requested services. The terms of the Agreement, including the individual firm Overhead and Profit Rates and billing rates listed in the submitted OPS, will not be negotiable.

In accordance with Section 9.118 of the San Francisco Charter, the Agreement will be subject to approval by the San Francisco Board of Supervisors. Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Board of Supervisors authorization to execute the Agreement may result in the SFPUC executing an Agreement with the next highest ranked Proposer.

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

IX.2 STANDARD AGREEMENT LANGUAGE

By submitting a proposal, a Proposer acknowledges that it has read, understood, and agreed with all the terms and conditions of the Professional Services Agreement (P-500) attached as Appendix C to this RFP. The terms and conditions of the Agreement are not negotiable. Exceptions to the terms and conditions of the Agreement may render a proposal non-responsive.

IX.3 AGREEMENT ADMINISTRATION

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

The successful Proposer is hereby notified that work cannot commence until it receives a written NTP in accordance with Chapter 6 of the San Francisco Administrative Code. Any work performed without an NTP will be at the Proposer's own commercial risk.

X. TERMS AND CONDITIONS

X.1 ERRORS AND OMISSIONS IN RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. All requests for information concerning the

RFP, except for HRC or contract inquiries, must be in writing and directed to Bonita McGee at rfp@sfgwater.org prior to close of business on **March 16, 2010**. All inquiries should include the number and name of the RFP. Modifications and clarifications will be made by addenda as specified in this RFP. The City is not obligated to issue addenda in response to any request submitted after the deadline.

X.2 INQUIRIES REGARDING RFP

All requests for information concerning the RFP, whether submitted before or after the Pre-submittal conference, must be in writing and directed to Bonita McGee at rfp@sfgwater.org. All inquiries should include the number and title of the RFP. Substantive replies will be memorialized in written addenda to be made part of this RFP.

All addenda will be posted on the Contract Administration Bureau webpage (contracts.sfgwater.org) or at http://sfgwater.org/custom/bid/planlist.cfm/bidtype/2/MC_ID/15/MSD_ID/147 on the SFPUC website (www.sfgwater.org). The RFP will only be governed by information provided through written addenda. With the exception of HRC or City contracting inquiries, no questions or requests for interpretation will be accepted after close of business on **March 16, 2010**.

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

Contract Administration Bureau webpage (contracts.sfgwater.org) or at http://sfgwater.org/custom/bid/planlist.cfm/bidtype/2/MC_ID/15/MSD_ID/147 on the SFPUC website (www.sfgwater.org).

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

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning HRC certification requirements to the HRC Certification Unit at (415) 252-2500.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning the HRC LBE Program to Andrew Houston the HRC Contract Compliance Officer for the SFPUC at (415) 551-4335.

For questions concerning HRC requirements for equal benefits Proposers should refer to the HRC website at www.sfgov.org/site/sfhumanrights_index.asp.

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

X.3 OBJECTIONS TO RFP TERMS

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the SFPUC setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

X.4 INTERPRETATION AND ADDENDA/CHANGE NOTICES

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the Contract Administration Bureau webpage at: Contract Administration Bureau webpage (contracts.sfwater.org) or on the SFPUC website (www.sfwater.org), specifically at: http://sfwater.org/custom/bid/planlist.cfm/bidtype/2/MC_ID/15/MSD_ID/147.

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the Contract Administration Bureau webpage, Contract Administration Bureau webpage (contracts.sfwater.org) or at http://sfwater.org/custom/bid/planlist.cfm/bidtype/2/MC_ID/15/MSD_ID/147 on the SFPUC website (www.sfwater.org). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFPUC Contract Administration Bureau webpage before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

X.5 TERM OF PROPOSAL

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

X.6 REVISION OF PROPOSAL

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

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

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

X.7 ERRORS AND OMISSIONS IN PROPOSAL

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

X.8 FINANCIAL RESPONSIBILITY

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in responding to this RFP, participating in oral presentation, 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.

X.9 PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

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

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by the 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

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 permute 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 any 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.

X.10 SUNSHINE ORDINANCE

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

X.11 PUBLIC ACCESS TO MEETINGS AND RECORDS

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with City in the last two (2) 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.

X.12 RESERVATIONS OF RIGHTS BY THE CITY

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

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

X.13 NO WAIVER

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

XI. HUMAN RIGHTS COMMISSION (HRC) REQUIREMENTS

XI.1 LOCAL BUSINESS ENTERPRISE GOALS AND OUTREACH

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.

XI.2 CHAPTER 14B REQUIREMENTS

XI.2.1 LBE SUBCONSULTANT PARTICIPATION GOALS

The LBE subconsulting goal for this Contract is 14% of the total labor value of the services to be provided, excluding specialized NOA compliance monitoring and advisory services. The LBE subcontracting goal shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to Proceed, excluding specialized NOA compliance monitoring and advisory services. Refer to Table for Required LBE Participation below. Pursuant to Section 14B.9 of the Administrative Code, Contractor is hereby advised that the availability of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and Other Business Enterprises (OBEs) to perform subconsulting work on this project is as follows: 5.3% MBE, 6% WBE, and 2.7% OBE.

Table for Required LBE Participation

	Estimated Contract Amount	Required LBE Subconsultant Participation at time of proposal
Labor items: <ul style="list-style-type: none"> • Construction Management • Communications Services • Document Controls • Environmental Compliance Services • Materials Testing • Surveying • All other labor items, excluding specialized NOA compliance monitoring and advisory services. 	\$21.1 M	14%
Other Items: <ul style="list-style-type: none"> • Additional Services (\$4.0 M) • ODCs/Equipment/Special Material (\$1.5 M) • NOA-ODCs/Equipment/Special Material (\$6.1 M) • Specialized NOA Compliance Monitoring and Advisory Services (\$5.3 M) 	\$16.9 M	0%

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in San Francisco Administrative Code 14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must

specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph may be 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(C) & (D) and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

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

Proposers should note that the LBE subconsulting percentage listed on its HRC Form 2A (the HRC Contract Participation Form) will be incorporated into the final Standard Agreement.

XI.2.2 LBE PRIME/JV PARTICIPATION

The LBE rating bonuses do not apply to this Agreement, either for a single LBE Prime Proposer or for a Joint Venture (JV) with LBE participation because the anticipated Agreement amount is in excess of \$10 Million.

XI.2.3 HRC FORMS TO BE SUBMITTED WITH PROPOSAL

All Proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: Form 2A – HRC Contract Participation; Form 2B – HRC “Good Faith Outreach” Requirements Form; Form 3 – HRC Non-Discrimination Affidavit; Form 4 – HRC Joint Venture Form (if applicable) and Form 5 – HRC Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.

Failure to complete, sign and submit each of the required HRC/LBE forms may result in the response package being deemed non-responsive and rejected. Proposers must submit one (1) original and two (2) copies of the above forms with their proposal. The forms should be submitted in a separate, sealed envelope labeled: ***“HRC/LBE Forms – CS-911R CM Services - CDRP – by [Proposer’s Name]”***.

XI.3 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 in compliance. The HRC has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the HRC Equal Benefits Section at (415) 252-2500 or by visiting the HRC website at http://www.sfgov.org/site/sfhumanrights_index.asp.

Proposers must submit the HRC/12B & 12C Form: One (1) original and one (1) copy of HRC form (Form No. 12B-101) in a separate sealed envelope labeled: "*HRC/12B Forms – CS-911R CM Services - CDRP – by [Proposer's Name]*".

If you have any questions concerning the HRC 12B Forms, you may call the HRC Equal Benefits Unit at (415) 252-2500.

XII. ADDITIONAL CITY REQUIREMENTS

XII.1 INSURANCE REQUIREMENTS

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

1. Worker's Compensation Insurance, including Employer's Liability with Statutory limits as required by the State of California, not less than \$1,000,000 each accident, injury or illness. The Worker's 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 subcontractors.
2. Commercial General Liability Insurance with limits not less than \$10,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability and Personal Injury.
3. Comprehensive Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable.

4. Professional liability insurance with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Proposer's professional liability policy should not have an exclusion for Environmental Compliance Management or Construction Management Professionals.
5. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
 - a. Name as Additional Insured, the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents and employees.
 - b. Such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of the Agreement, and that such insurance applies separately to each insured against who claim is made or suit is brought.

All policies shall provide thirty (30) days advance written notice to City of reduction or non-renewal of coverages or cancellation of coverages for any reason.

Waiver of Subrogation

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.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are 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 this Agreement effective on the date of such lapse of insurance.

Before commencing any operations under the Agreement, Proposer shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of the Agreement.

Approval of the insurance by City shall not relieve or decrease the liability of Proposer in the Agreement.

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

Insurance requirements may be changed at the option of the City.

The City will require the construction contractor for the CDRP project to name Contractor as an additional insured under the construction contractor's liability insurance for the project (general liability, automobile liability and, if applicable, environmental pollution liability). The City will not, however, require the construction contractor to list Contractor as an additional indemnitee under Paragraph 3.19 of the City's General Conditions (Document 00700). See Appendix R for relevant excerpts from the City's template construction contract documents. Please note that the City will make project-specific changes to the template documents (e.g., specific insurance requirements, insurance limits, etc.) as part of the construction contract bidding process.

XII.2 STANDARD AGREEMENT

The selected Proposer will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix C. Submission of a proposal shall indicate Proposer's agreement to all terms of the Agreement. *Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Board of Supervisors authorization to execute the Agreement may result in the SFPUC executing an Agreement with the next highest ranked Proposer.*

The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original selected Proposer for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Non-discrimination in Contracts and Benefits, (paragraph-34 in the attached Agreement); the Minimum Compensation Ordinance (paragraph-43 in the attached Agreement); the Health Care Accountability Ordinance (paragraph-44 in the attached Agreement); the Earned Income Credit (paragraph-32 in the attached Agreement); the First Source Hiring Program (paragraph-45 in the attached Agreement); and applicable conflict of interest laws (paragraph-23 in the attached Agreement), as set forth in Sections XII.3, XII 4, XII 5, XII 6, and XII 9 below.

Please note that Paragraph 16(b)(4) of the attached Agreement provides for a limited cap on Contractor's indemnification liability. The liability cap must be approved by the San Francisco Board of Supervisors under Administrative Code section 6.42(C). The SFPUC is in the process of seeking Board approval of the cap. The Board may or may not approve the cap. If any changes to Paragraph 16(b)(4) are necessary, SFPUC will issue an addendum prior to the due date for proposals.

XII.3 NON-DISCRIMINATION IN CONTRACTS AND BENEFITS

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

XII.4 MINIMUM COMPENSATION ORDINANCE FOR EMPLOYEES (MCO)

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

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1st of each year and

that contractors will be required to pay any such increases to covered employees during the term of the contract.

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

XII.5 HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)

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

XII.6 FIRST SOURCE HIRING PROGRAM (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Administrative 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.

Proposers 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://www.sfgov.org/site/moed_index.asp and from the First Source Hiring Administrator, (415) 401-4960.

XII.7 SIGNATURE REQUIREMENTS

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

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

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

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

XII.8 BUSINESS TAX REGISTRATION

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

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

XII.9 CONFLICTS OF INTEREST

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

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

XIII. PROTEST PROCEDURES

XIII.1 PROTEST OF NON-RESPONSIVENESS DETERMINATION

After receipt of proposals, the SFPUC, with the assistance of HRC, will initially review all proposals for responsiveness, and will notify all non-responsive Proposers with a Notice of Non-Responsiveness. Within five (5) working days of the SFPUC's issuance of a Notice of Non-Responsiveness, any Proposer that has submitted a proposal and believes that the City has unfairly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the SFPUC on or before the fifth (5th) working day following the SFPUC's issuance of the Notice of Non-Responsiveness. 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.

XIII.2 PROTEST OF AGREEMENT AWARD

As soon as the Proposer rankings are finalized, the SFPUC will post final rankings on the Contract Administration Bureau webpage at Contract Administration Bureau webpage (contracts.sfwater.org) or at http://sfwater.org/custom/bid/planlist.cfm/bidtype/2/MC_ID/147 on the SFPUC website (www.sfwater.org). Within five (5) working days of the SFPUC's posting of the Proposers ranking on the SFPUC Contract Administration Bureau webpage, 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.

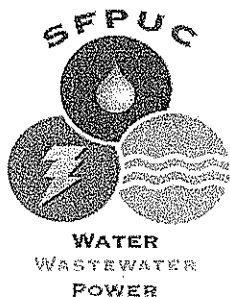
The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the 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 on or before the fifth (5th) working day following the SFPUC's posting of the Proposers ranking.

XIII.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. Protests must be delivered to:

San Francisco Public Utilities Commission
Contract Administration Bureau
Attention: Bonita McGee
RE: CS-911R Construction Management Services
Calaveras Dam Replacement Project – Sunol Valley Region
1155 Market Street, 9th Floor
San Francisco, CA 94103

The SFPUC will not consider protests that are not submitted within the time and in the manner specified above.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION



**City and County of San Francisco
San Francisco Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, California 94103**

Agreement between the City and County of San Francisco and

**[Name of Consultant]
CS-911R Construction Management Services
Calaveras Dam Replacement Project**

This Agreement is made this _____ day of _____, 2010, in the City and County of San Francisco, State of California, by and between: **[Consultant Name and Address]**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through the San Francisco Public Utilities Commission.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department") wishes to retain a consultant for the provision of Construction Management Services for the SFPUC Water System Improvement Program's Calaveras Dam Replacement Project ("CDRP"); and,

WHEREAS, a Request for Proposal ("RFP") was issued on February 22, 2010, and City selected Contractor as the highest ranked proposer under the RFP selection process; 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, approval for this Agreement was obtained from the Civil Service Commission by Notice of Action (PSC #4072-07/08) for Agreement No. CS-911R on January 7, 2008 and as modified on March XX; and,

WHEREAS, on [Date _____], pursuant to Resolution No. _____, the San Francisco Public Utilities Commission awarded this Agreement, subject to approval by the Board of Supervisors under Charter section 9.118, and authorized the General Manager to execute this Agreement upon Board approval; and,

WHEREAS, on [Date _____], under Resolution No. _____, the San Francisco Board of Supervisors approved limitations on Contractor's indemnification obligations as set forth in Paragraph 16(b)(4) of this Agreement; and,

WHEREAS, approval for this Agreement was obtained from the San Francisco Board of Supervisors by Resolution No. _____ on _____, 2010;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be sixty-six (66) months from the effective date as set forth in Section 3, below.

3. Effective Date of Agreement.

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform.

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation.

Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement that the General Manager of the Public Utilities Commission in his or her sole discretion, concludes has been adequately performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed thirty-eight million dollars (\$38,000,000). Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

As part of this contract Task Orders will be prepared in accordance with Appendix A, Section 2. Task Orders will identify a detailed project scope, sub tasks, staffing plan, LBE utilization, schedule,

deliverables, budget and costs to complete the task. Each Task Order shall identify the entire amount to which the Contractor shall be entitled to fully perform and deliver to the City all work identified in that Task Order.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. Guaranteed Maximum Costs.

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
- c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format.

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance - Left blank by Agreement of the Parties.

10. Taxes.

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

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

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

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

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

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

11. Payment Does Not Imply Acceptance of Work.

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

12. Qualified Personnel.

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

13. Responsibility for Equipment.

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

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

a. Independent Contractor.

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor 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.

b. Payment of Taxes and Other Expenses.

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and

offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

(1) Worker's Compensation Insurance, including Employer's Liability limits with Statutory limits as required by the State of California, not less than \$1,000,000 each accident, injury or illness.

(2) Commercial General Liability Insurance with limits not less than \$10,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

(4) Professional liability insurance with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

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

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

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

City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau
1155 Market Street, 9th Floor
San Francisco, CA 94103

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

e. Should any 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.

f. 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.

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

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

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

j. 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.

k. 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 subcontractors.

l. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

m. The City will require the construction contractor for the CDRP project to name Contractor as an additional insured under the construction contractor's liability insurance for the project (general liability, automobile liability and, if applicable, environmental pollution liability). The City will not, however, require the construction contractor to list Contractor as an additional indemnitee under Paragraph 3.19 of the City's General Conditions (Document 00700). Specific insurance requirements for the construction contract, including limits of insurance, will be developed by the City as part of the construction contract bidding process.

16. Indemnification.

a. General Indemnity.

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations.

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

(4) Notwithstanding any other provision of this Agreement, Contractor's cumulative indemnification liability obligation under this Agreement shall be limited to seventy-five million dollars (\$75,000,000). Contractor's liability limit set forth herein shall NOT apply to (i) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud, or illegal or unlawful acts; (ii) statutory damages specified in this Agreement; (iii) Contractor's obligation to indemnify and defend the City for intellectual property infringement; (iv) wrongful death caused by Contractor; and (v) punitive or treble damages. Contractor's liability limit set forth herein shall not limit claims or damages that fall within the insurance coverage of this Agreement.

[NOTE: The liability cap in Paragraph 16(b)(4), above, must be approved by the San Francisco Board of Supervisors under Administrative Code section 6.42(C). The SFPUC is in the process of seeking Board approval of the cap. The Board may or may not approve the cap.

If any changes to Paragraph 16(b)(4) are necessary, SFPUC will issue an addendum prior to the due date for proposals.]

c. 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 or services to be supplied in the performance of Contractor's services under this Agreement.

17. Incidental and Consequential Damages.

Contractor shall have no liability to City for any type of special, consequential or incidental damages arising out of or connected with Contractor's services performed in connection with this Agreement. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the services under this Agreement or this Agreement, and negligence or strict liability of Contractor. This limit of liability shall NOT apply to or limit: (i) Contractor's obligation to pay Liquidated Damages as set forth in this Agreement; (ii) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud or illegal or unlawful acts; (iii) Contractor's liability for third party claims; (iv) Contractor's liability for any type of damage to the extent such damage is required to be covered by insurance as specified herein; (v) Contractor's obligation to indemnify and defend the City for intellectual property infringement; (vi) wrongful death caused by Contractor; (vii) punitive or treble damages; and (viii) Contractor's liability for damages expressly provided for in this Agreement.

18. Liability of City.

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages - Left Blank by Agreement of the Parties.

20. Default; Remedies.

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

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor minimum of fourteen (14) days written notice of termination. The notice shall specify the date on which termination shall become effective.

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

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

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

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in

instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration.

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

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

23. Conflict of Interest.

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

24. Proprietary or Confidential Information of City.

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties.

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

To City:

San Francisco Public Utilities Commission
Project Management Bureau
Attention: Dan Wade
1155 Market Street, 6th Floor
San Francisco, CA 94103
Tel. (415) 554-1853

Fax. (415) 551-4695
Email: dwade@sfwater.org

To Contractor: [Contractors Name, Address, Telephone and e-mail]

Any notice of default must be sent by registered mail.

26. Ownership of Results.

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

27. Works for Hire.

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

28. Audit and Inspection of Records.

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

29. Subcontracting.

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

30. Assignment.

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

31. Non-Waiver of Rights.

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

32. Earned Income Credit (EIC) Forms.

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages.

a. The LBE Ordinance.

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement.

(1) Enforcement.

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) Subcontracting Goals.

The LBE subcontracting goal for this Contract is 14% of the total labor value of the services to be provided, excluding specialized NOA compliance monitoring and advisory services. The LBE subcontracting goal shall also apply to any labor value of the Additional Services authorized after issuance of the Notice to Proceed, excluding specialized NOA compliance monitoring and advisory services. Refer to Table for Required LBE Participation below. Pursuant to Section 14B.9 of the Administrative Code, Contractor is hereby advised that the availability of Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and Other Business Enterprises (OBEs) to perform subcontracting work on this project is as follows: 5.3% MBE, 6% WBE, and 2.7% OBE.

Table for Required LBE Participation

	Estimated Contract Amount	Required LBE Subconsultant Participation at time of proposal
Labor items: <ul style="list-style-type: none"> • Construction Management • Communications Services • Document Controls • Environmental Compliance Services • Materials Testing • Surveying • All other labor items, excluding specialized NOA compliance monitoring and advisory services. 	\$21.1 M	___%

<p>Other Items:</p> <ul style="list-style-type: none"> • Additional Services (\$4.0 M) • ODCs/Equipment/Special Material (\$1.5 M) • NOA-ODCs/Equipment/Special Material (\$6.1 M) • Specialized NOA Compliance Monitoring and Advisory Services (\$5.3 M) 	\$16.9 M	0%
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Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements.

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors.

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all

subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate.

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts.

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

c. Nondiscrimination in Benefits.

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

d. Condition to Contract.

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference.

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

such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland.

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

36. Tropical Hardwood and Virgin Redwood Ban.

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

37. Drug-Free Workplace Policy.

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

38. Resource Conservation.

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

39. Compliance with Americans with Disabilities Act.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance.

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

41. Public Access to Meetings and Records.

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions.

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees.

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

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

any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement

as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program.

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent

or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds.

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

47. Preservative-treated Wood Containing Arsenic.

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

48. Modification of Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC 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% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation.

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue.

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

51. Construction.

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

52. Entire Agreement.

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

53. Compliance with Laws.

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

54. Services Provided by Attorneys.

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

55. Supervision of Minors - Left Blank by Agreement of the Parties.

56. Severability.

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

57. Protection of Private Information.

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal.

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a

public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements.

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure - Left Blank by Agreement of the Parties

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

CITY	CONTRACTOR
<p>Approved by:</p> <hr/> <p>Ed Harrington General Manager San Francisco Public Utilities Commission</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ John G. White Deputy City Attorney</p>	<p>[Consultant Name]</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>Signature</p> <p>Name of Authorized Signature:</p> <p>Address</p> <p>City vendor number:</p>

Appendices

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

Appendix A
Services to be provided by Contractor

Contractor agrees to perform said services all in accordance with the terms of this Agreement.

1. Description of Services

Contractor will provide construction management services for the Calaveras Dam Replacement Project. Contractor will be the Calaveras Dam Replacement Project Consultant Construction Manager (CCM), and will be required to provide fully qualified and highly experienced construction management personnel to manage the construction of the project. Contractor shall ensure that the Calaveras Dam Replacement Project Construction Management objectives and requirements are achieved and are in compliance with the WSIP Construction Management Plan ("WSIP CM Plan") guidelines, uniform procedures and policies.

The WSIP CM Plan, as well as the Request for Proposals (CS-911R) dated February 22, 2010 (including all addenda), are hereby incorporated into this Agreement as if fully set forth herein.

These following tasks, subtasks and subtask activities are referenced to the relevant sections (in parentheses) in the WSIP CM Plan to provide guidance to the Contractor as to the anticipated scope of work. The sections referenced are not inclusive. The CCM will be responsible for providing all of the duties required by the WSIP CM Plan for the functional positions that will be staffed by the CCM. The Contractor is responsible for reviewing the WSIP CM Plan to obtain a full understanding of that Plan and how it relates to the scope of work to be provided by the R-CCM and to each of these tasks, subtasks and subtask activities listed below. These tasks, subtasks and subtask activities shall be performed by the CCM and its staff for the CDRP in a manner that is consistent with the approach to Construction Management as described in the WSIP CM Plan.

Task 1 Intentionally Left Blank – There will not be a designated Task 1 (Regional CM Services) for the Proposed Calaveras Dam Replacement Project.

Task 2 Provide CM Services for Proposed Calaveras Dam Replacement Project (CDRP):

Subtask 2.1 Pre-Construction Services

Note: It is anticipated that NTP for the CCM contract will be issued in early August 2010. The CCM will be required to provide constructability and biddability reviews on the draft 100% design documents within 3 weeks of NTP in order to allow time for the design team to incorporate comments into the final bid documents for advertisement in September 2010.

Activities:

- 2.1.1 Review and Comment on Design Engineer Construction Schedule (2.1.1).
- 2.1.2 Provide Constructability Reviews (2.1.2).
 - Provide Constructability and Biddability Reviews at the Draft 100% Design Milestone prior to Bid and Award.
 - Review and Comment on Final 100% Design Products prior to Bid and Award.
 - Review and Comment on construction contractor QC Requirements.

- Review and Comment on construction contractor Required Submittals.
- 2.1.3 Provide Bid and Award Phase Assistance (2.1.3).
- 2.1.4 Provide Construction Contract Requirements for Project Construction Manager Field Offices and Other Project Related Costs/Services (2.1.9).
- 2.1.5 Provide Support for the Construction Contract Pre-Bid Conference (2.1.6).
- 2.1.6 Provide Assistance with Permits and Rights-of-Way (2.1.7).

Environmental permitting is being managed by the SFPUC's Bureau of Environmental Management (BEM) supported by a team of environmental consultants. Permitting is on an aggressive schedule but it is possible that final permits may not be obtained by the scheduled Bid Advertisement Date. Therefore, the SFPUC may need to issue an Addendum to the Bid Package once final permit conditions are obtained from the regulatory agencies. The CCM would be called upon to assist the SFPUC in managing the incorporation of final permit conditions into the Bid Package and issuing an Addendum, as necessary.

- 2.1.7 Provide Project CM Plan in accordance with the WSIP CM Plan (2.2.1).
- 2.1.8 Provide Project NOA Compliance Management (NOACM) Plan.

The NOACM will prepare a NOA Compliance Monitoring Plan that will include both the scope of work for the implementation of: 1) the CAMP; and, 2) the NOA Compliance Monitoring Plan during construction including Cal/OSHA requirements for the protection of CM staff and CM visitors.. Incorporate the NOACM Plan into the Project CM Plan.

- 2.1.9 Provide Resource Loaded Task, Subtask and Subtask Activities Plan for CM Consultant Services (2.2.4).

The Plan will match the CCM Scope of Work, WBS (Tasks, Subtasks and Subtask Activities) and the level of resource loading (monthly person-hour loading of each resource) in a format as determined by the Deputy Director of Construction.

- 2.1.10 The CCM will provide monitoring equipment and laboratory testing services needed for implementation of the CAMP and WQMP and for CM staff and CM visitors personal monitoring. The CCM will work with the City to develop approved lists of vendors that are qualified to provide the needed monitoring equipment and laboratory testing services. The CCM will solicit competitive proposals from these vendors, and will negotiate and establish "best-value pricing" based on the anticipated volume of services. Multiple vendors in each category of services may be needed in order to provide the needed turn-around time and uninterrupted continual services. (An ODC allowance amount is included in the OPS for monitoring equipment and laboratory testing services.)

- 2.1.11 Assist with SFPUC's Public Outreach efforts (2.2.5).
- 2.1.12 Review environmental requirements found in the Mitigation Monitoring and Reporting Plan prepared during the CEQA environmental approval process and perform pre-construction mitigation measures including but not limited to preparation of plans (e.g., Archaeological Monitoring Plan). (2.1.10).
- 2.1.13 Provide CM Safety Plan (2.2.2.2).

In addition to the requirements specified in the WSIP CM Plan, the CM Safety Plan will include safety measures related to the presence of NOA, metals, and silica for

CM staff at the site in accordance with all relevant and applicable local, state, and federal requirements in addition to those listed in the MMRP and project permit conditions, as well as, CM staff training in asbestos, metals, and silica awareness and Competent Person (CP) training for metals and silica, as well as, oversight for prospective Site Surveillance Technicians (SST's) during the fulfillment of experience requirements. In addition, the CM Safety Plan will include preparation of training materials for training of CM visitors (i.e., DSOD and other regulatory visitors, SFPUC management visitors, and other CM visitors) and construction contractor staff in the form of site-specific asbestos, metals, and silica awareness training for all construction contractor staff and visitors. Training materials should be developed to allow for training times to vary depending on personnel involvement in the project.

- 2.1.14 Provide CM QA Plan (2.2.9.6.2).
- 2.1.15 Provide project Risk Management Plan (2.2.8.4).

Subtask 2. 2 Construction Contract Administration

Activities:

- 2.2.1 Implement CM Safety Plan (2.2.2.2).
- 2.2.2 Implement Construction Management Information System (2.2.3).
- 2.2.3 Manage CM Contract (2.2.4).
- 2.2.4 Support SFPUC Public Outreach Efforts (2.2.5).

An experienced Public Relations Specialist will be required on a part-time to full-time basis (work schedule will vary according to construction workload and support needs) to support CDRP construction activities. For budgeting purposes, the consultant should allow a total of **1 FTE for the first two years and 0.5 FTE for the following two years** for this role (over the duration of this contract). These hours will cover pre-construction and construction public outreach support for the CDRP. The Public Relations Specialist will be stationed in the Project office and report directly to the SFPUC Communication Liaison appointed to the CDRP.

It is anticipated that the public outreach efforts will include coordination and dissemination of data collected during the implementation of the CAMP. The data collected under the NOACM Monitoring Plan (2.2.9.6.2) will require management and control for dissemination of data as described in the CAMP and other project documents.

- 2.2.5 Administer Security Program Requirements for the Project (2.2.6).
- 2.2.6 Assist SFPUC with the Implementation of the Project Labor Agreement (PLA) (2.2.7).

The PLA is located on the wee.sfwater.org website at the following link:
http://sfwater.org/custom/bid/planlist.cfm/bidtype/1/MCID/15MSC_ID/149

- 2.2.7 Provide Construction Administration for the Project (2.2.8.1 through 2.2.8.19)
- 2.2.8 Provide Administration Support for the Project (1.6.25).
- 2.2.9 Provide Testing and Start-Up Management Services (2.2.8.20).
- 2.2.10 Provide Support for Spare Parts and Warranties (2.2.8.21).

- 2.2.11 Provide management of Acceptance of the Work and Close-Out (2.2.8.22). In addition to the requirements stated in the WSIP CM Plan, the Project CM (or designated Key/Lead Team Member or Principal-in-Charge who maintains a current license as a California Professional Civil Engineer) will stamp and wet sign a minimum of three sets of as-built drawings and will certify that the project was constructed in general conformance with the design plans and specifications.
- 2.2.12 Provide Support for Project Administration for Close-Out and Turn Over (2.2.8.23).

Subtask 2.3 Construction Quality Assurance (2.2.9.1 through 2.2.9.6)

Provide Quality Assurance Services (2.2.9).

In addition to the requirements of the WSIP CM Plan, provide Special Inspections Services as required by the California Building Code (CBE) 2007, Chapter 17. The CBC as adopted by the City and County of San Francisco Building Department and referred to as SF Building Code lists Structural Inspections/Observations which must be carried out on construction projects.

The CCM will establish control monuments, and may verify the construction contractor's line and grade, and provide surveying when requested by the Project Engineer, for preparing design changes.

Subtask 2.4 Construction Contracts Management (2.2.10.1 through 2.2.10.9)

Provide Construction Contracts Management Services in accordance with the requirements of the WSIP CM Plan (2.2.10)

Subtask 2.5 Construction Project Controls (2.2.11.1 through 2.2.11.13)

Provide Project Controls Services in accordance with the requirements of the WSIP CM Plan (2.2.11)

Subtask 2.6 Construction Environmental Compliance Management, Inspection, and Monitoring Services (2.2.12.1 through 2.2.12.10).

Provide Environmental Compliance Management, Inspection, and Monitoring Services in accordance with the requirements of the WSIP CM Plan (2.2.12.1 through 2.2.12.10).

As described above, the CDRP Draft Environmental Impact Report is available. The EIR will not be finalized until September 2010 and permits obtained thereafter. Thus, only draft CEQA and NEPA requirements and permit conditions included in the project's permit applications are available during this proposal period as follows:

- Draft EIR
- Regional Water Quality Control Board, 401 Certification application
- US Fish and Wildlife Service Biological Assessment
- US Army Corps of Engineers

Although the project will be obtaining a Streambed Alteration Agreement from California Department of Fish and Game, a permit application hasn't been finalized and will not be available during this proposal period.

In addition, some permits will be in negotiation with the relevant agencies and will require finalization by the construction contractor including the following: BAAQMD Asbestos Dust Mitigation Plan Authorization; Cal/OSHA Construction Permit; RWQCB Site Specific SWPPP based on the CDRP Individual NPDES Permit and SWPPP Framework (currently in progress);

Proposers should review the Draft EIR and permit applications for potential project requirements, but are cautioned that these requirements may change in the final EIR and project permit requirements.

Coordinate and provide for Specialty Environmental Monitors (e.g., biologists, archaeologists and/or paleontologists) to perform pre-construction and construction surveys for special status wildlife and resources and perform pre-construction and construction mitigation measures as required by the CEQA document (e.g., MMRP) and permits conditions. (2.2.12.5)

Coordinate and provide for Environmental Inspector(s) to evaluate, verify, and document compliance with all environmental requirements in accordance with mitigation measures as required by the CEQA document (e.g., MMRP) and permits conditions. (2.2.12.5)

Implement the WQMP and prepare reports and other documentation related to the WQMP: The WQMP will include quarterly water quality monitoring of Calaveras Reservoir and Calaveras and Alameda Creeks to provide a general water quality trends over the construction period to verify the overall effectiveness of the mitigation measures imposed on the project. The monitoring will include, at a minimum, the quarterly monitoring of general and chemical water quality parameters, in accordance with the Water Quality Monitoring Program (WQMP) being prepared by the City. There will be four (4) locations in the Calaveras Reservoir and up to three (3) locations in Alameda Creek and one (1) location in Calaveras Creek downstream of the dam excavation area.

Other environmental compliance management services include, but are not limited to the following:

- Provide advice on the interpretation of environmental requirements and ensure overall compliance with project specifications, environmental permits and agreements, and the Mitigation Monitoring and Reporting Program (MMRP). (2.2.12.8)
- Prepare project-specific environmental plans required in MMRP such as the Archaeological Monitoring Plan (2.2.12.4). Note that an Archaeological Evaluation Plan has been completed for the project as well as the Archaeological Evaluation Plan Report.
- Review contractor's environmental submittals to determine that they are consistent with MMRP requirements, permits, and agency agreements. (2.2.12.4)
- Prepare both Monthly MMRP Reports and MMRP Quarterly Reports. (2.2.12.7)
- Manage preparation of minor project modification requests (e.g., extra workspace requests) including coordinating and performing required biological and/or cultural surveys and reports. (2.2.12.6)
- Review non-compliance reports and ensure timely resolution of non-compliance reports.
- Develop Supervisory Level Environmental Training Program (approximate 3 hour slide presentation) and Crew Level Environmental Training Program (approximate 1 hour) with accompanying general environmental requirements brochure (2.2.12.2)

- Provide internal training to Environmental Inspectors and Specialty Environmental Monitors, as applicable, to help ensure that that field staff are properly prepared to perform their duties.

Subtask 2.7 Construction NOA Compliance Monitoring Services

Provide NOA Compliance Monitoring Services: Draft EIR requirements specifically related to the presence of NOA are summarized in the Appendix O (Draft EIR Table S.2), including, but not limited to the following mitigation measures to be implemented by the construction contractor:

- Dust Mitigation Plan and Comprehensive Air Monitoring Plan (Mitigation Measure 5.9.2a).
- Construction Worker Protection (Mitigation Measure 5.9.2b)
- Watershed Keeper's Residence Protection and Monitoring (Mitigation Measure 5.2.9c).
- Excavated Materials Management Plan (Mitigation Measure 5.2.9d).
- Fugitive dust mitigation measures recommended by the BAAQMD (Mitigation Measure 5.13.1a).

The CCM shall monitor compliance with the above mitigation plans and requirements. In addition to compliance monitoring of the above during construction, the NOACM team will implement the CAMP.

In view of the limited project-specific scope of services available at this time for Subtask 2.7, Proposers should assume the following level of effort will be required by the following NOA staff over an estimated duration of 42 continuous months within the 48 month construction contract duration depending on the construction contractor's actual operations:

- | | |
|---------------------------------|----------------------|
| • NOACM | 2,400 hours per year |
| • Lead NOA Monitors | 2,400 hours per year |
| • Lead and Other NOA Inspectors | 1,800 hours per year |
| • NOA Monitors | 5,300 hours per year |

NOACM staff must be available for both day and night shifts. NOA staff must meet Cal-OSHA requirements, including training and medical approval, as applicable, for use of on-site personal worker protections such as respirators as necessary.

2. Reports.

The Contractor shall submit written reports as requested by the SFPUC Regional Project Manager. Reports shall be thorough, competent and professional. Draft reports submitted for review shall be analyzed for technical content; clarity, language or technical content shall be grounds for resubmission as referred to in contract Item 11 describing "Acceptance of Work". The SFPUC Regional Project Manager shall determine the format for the content of such reports. Submission of all reports shall be in accordance with the schedule set forth in individual task orders. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Task Orders.

Performance of the Construction Management Services will be executed according to a task order process. The SFPUC Regional Project Manager will 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. A final task order scope proposal will be negotiated between the SFPUC Regional Project Manager and the Contractor and then submitted to Construction Management Bureau for approval. Labor rates, overhead rates and certain other CDRP costs or prices, including profit will be accordance with Appendix B. However, as provided in the RFP, the budget identified for tasks in Overhead and Profit Schedule is an estimate, and the City reserves the right to modify the 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 Chapter 6 of 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 contract shall be in accordance with the negotiated master contract and billing rates set forth in Appendix B.

4. Contractor Responsibilities.

In addition to services identified above, the Contractor may also be asked to assist SFPUC staff in providing technical support and expertise in the development of the project and related documents during the Agreement period. The primary Contractor functions are:

- a. Ensure the timely delivery of quality services and within budget;
- b. Provide adequate quality control processes and deliverables in conformance with the technical requirements of the contract and task order;
- c. Maintain liaison and direct communications with SFPUC staff and promptly resolve any questions and issues that may arise;
- d. Submit invoices with proper supporting documentation in accordance with the terms of this agreement;
- e. Provide reports and deliverables as requested by SFPUC staff;
- f. Presentations to the SFPUC, the Board of Supervisors, and neighborhood or community meetings, as needed;
- g. Professional consultations and peer review;
- h. Field inspections and field or crisis management at project sites;
- i. Confined space entry may be required; and
- j. Emergency response.

5. 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.

6. Reports.

Contractor shall submit written reports as requested by the San Francisco Public Utilities Commission (SFPUC). Format for the content of such reports shall be determined by the Construction Management Bureau of 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.

7. Department Liaison.

In performing the services provided for in this Agreement, Contractor's liaison with the SFPUC shall be:

Dan Wade, Project Manager
1155 Market Street, 6th Floor
San Francisco, CA 94103
Tel. (415) 554-1853

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Appendix B Calculation of Charges

As part of Contractor's proposal dated **April 8, 2010**, Contractor submitted billing rates, attached hereto as part of Appendix B-1. The Overhead and Profit Schedule, which list the requested tasks is hereby incorporated by reference. All costs associated with the development of the scope of work shall be borne by Contractor. The Contractor, with the assistance of the SFPUC, will be required to define the detailed scope for the tasks under this Agreement.

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

Pursuant to San Francisco Administrative Code §21.35, any Contractor, subcontractor or Contractor who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A Contractor, subcontractor or Contractor who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A Contractor, subcontractor or Contractor will be deemed to have submitted a false claim to the City if the Contractor, subcontractor or Contractor: (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.

1. Compensation under this contract will be provided as: a) labor related costs by hourly billing rates for hours worked, and b) separately billed direct reimbursable expenses (ODCs). (Markups on ODCs are not allowable)

a) Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm(s) individual firm Overhead and Profit Rate, or effective Overhead and Profit Rate (for substituted firms or substituted individual contractors). The individual firm Effective Overhead and Profit Schedule shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

b) 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.

2 Billing Rates & Overhead and Profit Schedule.

The Contractor's billing rates and individual firm overhead and profit rates provided in the Overhead and Profit Schedule and Appendix B-1 shall not be negotiable during the Agreement award process and the duration of the Agreement. The individual firm overhead and profit rates shall apply to the billing rate of all individuals not listed in the Overhead and Profit Schedule (i.e., substitute staff and staff assigned later). The individual firm overhead and profit rates and Effective Overhead and Profit rate shall also apply to all amendments to the Agreement. If a new subconsultant is added during the

duration of the Agreement, the new individual firm overhead and profit rate can be no more than the Proposal Effective Overhead and Profit Rate.

If an Individual Contractor listed in the Overhead and Profit Schedule is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor shall not exceed the billing rate in the Overhead and Profit Schedule for the position. If the Individual Contractor is replaced or substituted with a Prime or Sub-consultant 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 Effective Overhead and Profit Rate. The Individual Contractor's hourly pay rate shall be verifiable by an executed written contract with the Contractor. Mark-up on an Individual Contractor shall be limited to 5% of the Individual Contractor's billing rate.

Contractor's billing rates stated in Appendix B-1 will be the billing rate for the listed individuals. Billing rates may be adjusted annually on the anniversary of the effective date of this Agreement as indicated in the Notice of Contract Award letter. The amount of any annual adjustment to billing rates is limited to a maximum of the CPI annual percent change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year, if the Index declines or shows no increase, billing rates will not be increased. Any increases in billing rates will be applied on a prospective basis only. The maximum hourly billing rate is **\$220 per hour**. In the event the maximum billing rate is to exceed \$220 per hour, the Contractor must obtain written pre-authorization from the SFPUC Project Manager and Bureau/Division Manager. Those who are allowed to exceed the maximum billing rate will keep the rate for the duration of the contract. No annual adjustment is allowed to billing rates exceeding \$220 per hour. Billing rates for staff in any position will apply regardless of whether it is straight time, premium time or overtime.

The billing rate for each listed individual may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Additionally, billing rates shall not exceed Federal Acquisition Regulations (FAR) or Generally Accepted Accounting Principles (GAAP) rate; whichever is applicable, if both, whichever is lowest.

- Direct Labor is limited to actual salaries of project personnel
- Effective Overhead and Profit Rate: [rate here]

3. **Staff Changes:** The SFPUC Regional Project Manager must approve the assignment of staff prior to beginning a task order as well as any staff changes proposed by Contractor. The SFPUC Regional Project Manager must also approve in writing any personnel changes proposed by Contractor after Notice to Proceed has been issued.

The Contractor should note that the City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Contractor. Individuals listed in the Overhead and Profit Schedule and for whom resumes and qualifications have been submitted as part of the proposal are expected to be provided to the project team.

All staff provided whether proposed in the Contractor's proposal or proposed as a substitution or a staff change shall meet the qualifications for the position as stated in Section IV.3 of the RFP.

4. **Potential Delays to Project Schedule; Key/Lead Team Member Availability.**

The construction schedule is an estimate; the SFPUC cannot guarantee an exact start date for CM services. There are potential uncertainties that could delay the start of construction, which in turn could delay the start of services or result in the temporary suspension of services under this Agreement. Potential uncertainties include, but are not limited to: delays in completing the

environmental review process under the California Environmental Quality Act ("CEQA"), delays in the review and permitting processes required by Local, State and Federal resource agencies and delays in the availability of equipment and/or materials. In addition, until the CEQA review process is completed, the City retains sole and absolute discretion to, among other things, modify the project to mitigate significant environmental impacts, or elect not to proceed with the project based upon information generated by the environmental review process.

If there is a delay to the start of construction, the SFPUC may, depending on the reason(s) for and timing of the delay, elect not to issue a Notice to Proceed ("NTP") for Task 2 services (see Appendix A to Agreement, above) or temporarily suspend services at some point after issuing NTP for Task 2.

In light of the potential delay or temporary suspension of services under the Agreement, Contractor agrees to the following conditions:

- If a delay to the start of construction either delays the start of services or results in temporary suspension of services under the Agreement, the selected Contractor will guarantee the availability of the Key/Lead Team members identified in its proposal for a delay or suspension period of up to 6 months. For a delay in issuing NTP for Task No. 2 services, the 6-month delay period will commence upon receipt of the Notice of Award of contract. For any suspension of services after issuance of NTP for Task No. 2, the 6-month suspension period will commence upon the receipt of a notice of suspension from the SFPUC.
- If any construction schedule-related delay or suspension period extends beyond 6 months, the selected Contractor may substitute Key/Lead Team members. The SFPUC will have the right to approve any substitutions, which approval will not be unreasonably withheld. Proposed substitute personnel must meet all applicable qualification requirements set forth in the Request for Proposals dated February 22, 2010.
- Any construction schedule-related delay or suspension period will count toward the annual rate adjustment process described in Paragraph 1, above.

5. Additional Subcontractors: Second-tier and pass-through subcontracting is prohibited. However, in the event that the prime Contractor and its approved subcontractors lack the necessary skills or expertise to perform requested services that are within the scope of the contract, additional subcontractors may be added to the Contractor team after obtaining pre-authorization by the SFPUC Regional Project Manager and Bureau/Division Manager.

6. Other Direct Costs (ODC).

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

The following items will be eligible for reimbursement as ODCs from the provisional sum item 2 ODCs as indicated in the Overhead and Profit Schedule:

- Out-of-town travel for project related business ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa,

Napa, San Mateo, Solano. For project related business travel within the nine Bay Area Counties, approved leased vehicles will be used);

- Out-of-town meal, and lodging expenses for project-related business trips. Meal and lodging expenses shall be reasonable and actual but limited to Federal government per diem rates;
- Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented. Rental Vehicle will be on an as needed basis and will require prior written approval of the SFPUC Project Manager;
- Personal vehicle use: Contractor will be paid per mile as established by the CDRP and State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. If the Contractor needs to use personal Vehicles for Project related business within the nine Bay Area Counties a prior written approval from the SFPUC Project Manager is required. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log with its monthly invoices;
- Lease payments, fuel, maintenance, insurance, parking, and other associated vehicle expenses for Project Vehicles approved by SFPUC;
- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice. all hardware and software will be the property of the City);
- Courier services that are project related and originated from the project site offices;
- Cell phones for CM team members as required to perform direct work related to the project;
- Permit fees;
- Expedited courier services when requested by SFPUC staff;
- Safety equipment;
- Special services, used solely for the benefit of this project and not performed by the Prime Contractor or by the Sub-consultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office setups and maintenance, and telephone and network installations and maintenance. All such service must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

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

- All other project business related travel expenses such as parking, bridge tolls, public transit, travel from Consultant's residence or home office to SFPUC facilities;

- Contractor personnel relocation costs;
- Any home office labor charges or pass-through, including but not limited to, administrative and clerical personnel time;
- Personnel relocation and temporary assignment expenses;
- Entertainment expenses;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- Meal expenses which are not related to project-related business trips, including refreshments and working lunches with SFPUC staff;
- Postage and courier services which are not requested by SFPUC staff; and
- Costs of preparing the proposal.

Office facilities (two work stations) will be provided by SFPUC in San Francisco at 1155/1145 Market Street for pre-construction phase services until the project field or the office is available. Project field offices will be provided by each individual construction contractor within thirty (30) days of the construction contract NTP. Both offices will include office furnishings, telephone services and equipments, internet connection, copy machine, printer and fax machine, to include maintenance and supplies.

7. Subcontractor Fees

- a. Subject to above restrictions;
- b. Shall be subject to written pre-approval by the SFPUC Regional Project Manager
- c. Subcontractor administration markup is limited to five percent (5%) of subconsultants' actual labor costs.

8. Retention is not required under this contract - Left blank by Agreement of the Parties.

9. Invoice Requirements: The Contractor shall submit one original invoice package with the appropriate HRC reporting forms and supporting documentation to substantiate services provided and allowable ODCs. Contractor will work with City Staff to establish an invoice format that will correlate with appropriate City scheduling software and will be used thereafter. Each invoice submission must include an HRC Form 7 to identify the participation and amount payable to the subcontractors. Timesheets, cards or logs must include a brief description of when and what work was performed memorializing the day's progress. Mileage logs must include the beginning and ending mileage to substantiate the variable portal-to-portal distance and local driving required while performing the work. Any "Other Direct Costs" must be substantiated with receipts including a brief description for each receipt memorializing the purpose. All invoices must include the contract number, the task number (and title, if applicable), document reference number and funding source number. Complete invoice packages should be sent directly to:

San Francisco Public Utilities Commission
Contract Administration Bureau – Payment Processing Unit
1155 Market Street, 9th Floor
San Francisco, CA 94103

HRC Form 9 must be sent to the Contract Administration Bureau Payment Processing Unit within ten (10) days of receiving payment for each invoice to document the subcontractor's payment by the prime Contractor.

HRC Form 8 must be sent to the Contract Administration Bureau Payment Processing Unit with the final invoice for each task order to authenticate the total subcontractor participation and close out the Purchase Order Release.

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PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0039

WHEREAS, As part of the Water System Improvement Program, this Commission has proposed the Calaveras Dam Replacement Project ("CDRP") that, if approved and constructed, would replace the existing dam with a new earth and rock fill embankment dam to re-establish water delivery reliability and meet current seismic safety design requirements; and

WHEREAS, The design of the proposed replacement dam is conservative and is expected to provide safe operation for many decades; and

WHEREAS, as with other similar dam construction projects, construction of the proposed CDRP involves inherent risks associated with the potential consequences of failure of the existing dam if an extreme event were to occur during construction (e.g., probable maximum flood and/or maximum credible earthquake); and

WHEREAS, In addition to the inherent risks associated with the construction of earth and rock fill embankment dams described above, the proposed CDRP involves the presence of naturally occurring asbestos (NOA), a risk not typically encountered in most large dam construction projects; and

WHEREAS, The planning and design process for the proposed CDRP has incorporated numerous requirements into the construction plans and specifications to effectively mitigate the risks; and

WHEREAS, as with other similar large dam construction projects, some inherent risk remains; and

WHEREAS, to help manage risk during pre-construction and construction phases, this Commission has determined that it is necessary to procure the services of a qualified construction management consultant to provide specialized construction management services to supplement SFPUC staff for the proposed CDRP; and

WHEREAS, On February 22, 2010, SFPUC staff advertised a request for proposals ("RFP") seeking proposals from qualified construction management consultants for the proposed CDRP; and

WHEREAS, The RFP states that SFPUC anticipates awarding to the selected construction management consultant a professional services agreement for a total amount not to exceed thirty-eight million dollars (\$38,000,000), provided that work under any contract award would be limited to the pre-construction phase, pending a determination by the San Francisco Public Utilities Commission and the Board of Supervisors as to whether to approve the Project and adopt findings pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, The deadline for submitting proposals in response to the RFP is April 8, 2010; and

WHEREAS, Article III of Chapter 6 of the Administrative Code governs professional services contracting for public work projects, including contracts for construction management services; and

WHEREAS, Section 6.42(C) of the Administrative Code provides that all professional services contracts awarded under Chapter 6, including contracts for construction management services, must require the consultant to fully indemnify the City to the maximum extent provided by law, such that each consultant must save, keep, bear harmless and fully indemnify the City and County and any of its officers or agents from any and all liability, damages, claims, judgments or demands for damages, costs or expenses in law or equity that may at any time arise; and

WHEREAS, Section 6.42(C) further provides that the indemnification requirement may not be waived or abrogated in any way for any contract without the recommendation of the City's Risk Manager and the express permission and approval of the Board of Supervisors; and,

WHEREAS, As part of the standard project development process, SFPUC staff conducted outreach with the construction management consulting community to determine the level of interest in performing construction management services for the CDRP; and

WHEREAS, During SFPUC's outreach efforts, several potentially qualified construction management consultants informed SFPUC staff that, in light of the risks associated with the proposed CDRP, the consultants would not agree to perform construction management services for the CDRP unless the City agreed to a reasonable limitation on consultant's indemnification liability; and

WHEREAS, SFPUC staff has confirmed that other public entities, including the San Diego County Water Authority and the U.S. Army Corps of Engineers, have provided limits on indemnification liability for consultants performing construction management services for large dam construction projects; and

WHEREAS, Based on the feedback from prospective consultants and the practices of other public entities that have successfully completed similar dam projects, the SFPUC, in consultation with the City's Risk Manager and the City Attorney's Office, developed the proposed limit on consultant's indemnification liability set forth in Paragraph 16(b)(4) of Appendix C to the RFP; and

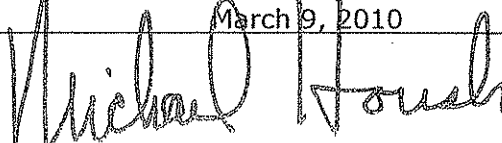
WHEREAS, The proposed limit caps consultant's cumulative indemnification liability at seventy-five million dollars (\$75,000,000), and excludes specific types of damages or liabilities from the liability limit, including (i) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud, or illegal or unlawful acts; (ii) statutory damages specified in this Agreement; (iii) Contractor's obligation to indemnify and defend the City for intellectual property infringement; (iv) wrongful death caused by Contractor; and (v) punitive or treble damages. None of the foregoing are capped; now, therefore be it

RESOLVED, that this Commission hereby authorize the General Manager of the SFPUC to seek the Board of Supervisor's approval of the proposed liability limit pursuant to Administrative Code Section 6.42(C); and, be it

FURTHER RESOLVED, That this Commission hereby approves the proposed limit on consultant's indemnification liability for the proposed CDRP construction management contract, pursuant to Administrative Code Section 6.42(C), in substantially the form on file with the Commission Secretary, and in such final form as approved by the General Manager and City Attorney, provided that Commission action is required to approve an award of the proposed CERP construction management contract.

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

March 9, 2010



Secretary, Public Utilities Commission

