

File No. 230752

Committee Item No. 11

Board Item No. 53

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 19, 2023

Board of Supervisors Meeting Date July 25, 2023

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Original Agreement 10/17/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 1 5/11/2020</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 2 12/18/2020</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 3 10/15/2021</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 4 4/11/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Request for Proposals 3/26/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RFP Addendum No. 1 4/13/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RFP Addendum No. 2 4/19/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Resolution No. 18-0154 9/25/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Resolution No. 20-0188 8/25/2020</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Resolution No. 21-0129 8/10/2021</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Resolution No. 23-0069 4/11/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Resolution No. 20-0119 6/13/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>CEQA Categorical Exemption Form 9/23/2021</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PUC Presentation 7/19/2023</u> |

Completed by: Brent Jalipa Date July 14, 2023

Completed by: Brent Jalipa Date July 20, 2023

1 [Wastewater Enterprise Agreement Modification - McMillen Jacobs Associates/Stantec, Joint
2 Venture - Tunnel Engineering Services, Folsom Area Stormwater Improvement Project - Not
3 to Exceed \$17,200,000]

4 **Resolution approving Modification No. 5 to the Folsom Area Stormwater Improvement**
5 **Project, Contract No. PRO.0101, Tunnel Engineering Services, with McMillen Jacobs**
6 **Associates/Stantec, Joint Venture, to increase the contract amount by \$7,500,000 for a**
7 **new total not to exceed contract amount of \$17,200,000 and increase the contract**
8 **duration by four years from November 30, 2023, for a total contract duration of nine**
9 **years and one month with a new term period of November 1, 2018, through November**
10 **30, 2027, to provide specialized engineering services for the Folsom Area Stormwater**
11 **Improvement Project, pursuant to Charter, Section 9.118.**

12
13 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires an
14 enlarged collection system capacity and increased flood resilience during wet weather months
15 within the area around 17th and Folsom Streets in San Francisco to comply with California
16 Regional Water Quality Control Board Clean-up and Abatement Order R2-2021-0021; and

17 WHEREAS, The SFPUC requires the assistance of a professional engineering firm to
18 perform tunnel engineering services for a proposed Folsom Area Stormwater Improvement
19 Project (Project); and

20 WHEREAS, On March 26, 2018, the SFPUC advertised a request for proposals for
21 Contract PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater
22 Improvement Project (Project); and

23 WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of
24 proposal scores, determined that McMillen Jacobs Associates/Stantec Joint Venture was the
25 highest-ranking proposer based on the established scoring criteria; and

1 WHEREAS, On September 25, 2018, by Resolution No. 18-0154, the SFPUC
2 Commission approved the award of Contract No PRO.0101, Tunnel Engineering Services, for
3 the Project, with an amount not-to-exceed \$5,700,000, and with a duration of one year and six
4 months, with McMillen Jacobs Associates/Stantec, Joint Venture; and

5 WHEREAS, On May 19, 2020, the General Manager of the SFPUC issued Amendment
6 No. 1, extending the contract by four months to account for unforeseen conditions due to the
7 discovery of underground foundations supporting Caltrans' US-101 freeway within the tunnel
8 alignment and to allow the design team to estimate the cost for additional alternatives analysis
9 and the engineering work required to modify the Caltrans foundations, extending the contract
10 duration to one year and ten months, with no change to the contract amount; and

11 WHEREAS, On August 25, 2020, by Resolution No. 20-0188, the SFPUC Commission
12 approved Amendment No. 2, increasing the contract amount by \$4,000,000, and extending
13 the contract duration by one year and two months, to provide design services to address
14 unforeseen conditions, including the discovery of US-101 foundations within the tunnel
15 alignment, to evaluate two design alternatives based on their technical merits and expected
16 risks, and allow McMillen Jacobs Associates/Stantec, Joint Venture, to continue with the
17 tunnel design for the proposed Project, for a total not-to-exceed contract amount of
18 \$9,700,000 and a total contract duration of three years; and

19 WHEREAS, On August 10, 2021, by Resolution No. 21-0129, the SFPUC Commission
20 approved Amendment No. 3, extending the contract by one year and seven months, to
21 account for delays in obtaining the right-of-way contracts needed for the proposed Project, for
22 a total contract duration of four years and seven months, with no change to the contract
23 amount; and

24
25

1 WHEREAS, In November 2021, the Project became subject to Clean-Up and
2 Abatement Order R2-2021-0021 issued by the Regional Water Quality Control Board, which
3 requires the City to complete the Project by June 30, 2027; and

4 WHEREAS, On April 11, 2023, by Resolution No. 23-0069, the SFPUC Commission
5 approved Amendment No. 4, increasing the contract duration by six months for a new total
6 contract duration of five years and one month, to prepare more detailed budgetary information
7 for additional Caltrans-requested design requirements; and

8 WHEREAS, SFPUC seeks Board of Supervisors' approval of Modification No. 5 to
9 Contract No. PRO.0101, to increase the contract by \$7,500,000 and extend the contract
10 duration by four years, increasing the total not-to-exceed contract amount to \$17,200,000 and
11 extending the contract term to nine years and one month, to produce Caltrans-required
12 additional design and analysis documents for crossing under the freeways to construct the
13 tunnel and to support City-staff design activities; and

14 WHEREAS, Funds for this contract are available from Project No. 10038471, Folsom
15 Area Stormwater Improvement Project; and

16 WHEREAS, The CMD established an eight percent Local Business Enterprise (LBE)
17 subcontracting requirement for this contract and McMillen Jacobs Associates/Stantec, Joint
18 Venture remains committed to achieve 8.6% LBE participation; and

19 WHEREAS, On June 13, 2023, by Resolution No. 23-0119, the SFPUC Commission
20 approved Modification No. 5 to Contract No. PRO.0101, Tunnel Engineering Services of the
21 Folsom Area Stormwater Improvement Project, increasing the contract by \$7,500,000 and
22 extending the contract duration by four years to produce Caltrans-required additional design
23 and analysis documents for crossing under the freeways to construct the tunnel and to
24 support City-staff design activities, increasing the total not-to-exceed amount of the contract to
25

1 \$17,200,000, and extending the contract duration to nine years and one month, subject to
2 Board of Supervisors approval pursuant to Charter, Section 9.118; now, therefore, be it
3 RESOLVED, That this Board of Supervisors hereby approves and authorizes the
4 General Manager of the SFPUC to execute Modification No. 5 to Contract No. PRO.0101,
5 Tunnel Engineering Services, with McMillen Jacobs Associates/Stantec, Joint Venture,
6 increasing the contract amount by \$7,500,000 and extending the contract duration by four
7 years, for a total not to exceed contract amount of \$17,200,000 and a total contract duration of
8 nine years and one month, with a new term period of November 1, 2018, through November
9 30, 2027, to provide specialized engineering services for the Folsom Area Stormwater
10 Improvement Project, pursuant to Charter, Section 9.118; and, be it

11 FURTHER RESOLVED, That, within 30 days of the parties fully executing Modification
12 5 to Contract No. PRO.0101, the San Francisco Public Utilities Commission shall provide a
13 copy of the amendment to the Clerk of the Board for inclusion into the official file.
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Item 11 File 23-0752	Department: San Francisco Public Utilities Commission (SFPUC)
EXECUTIVE SUMMARY	
<p>Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would approve the first modification to the professional services contract with McMillen Jacobs/Santec Joint Venture for tunnel engineering services for the Folsom Area Stormwater Improvement Project to increase the contract amount to \$17.2 million and increase the contract term by four years through November 30, 2027. <p>Key Points</p> <ul style="list-style-type: none"> • The Folsom Area Stormwater Improvement Project will improve conveyance of stormwater to the neighborhood surrounding 17th and Folsom Street, an area that has been frequently flooded during storms, as part of the Sewer System Improvement Program (SSIP). Key components of the Folsom Area Stormwater Improvement Project (the Project) include construction of a new 4,000 feet long, 12-foot diameter sewer tunnel to convey stormwater and upsizing existing sewer pipes. Since the original contract, the scope of the project has increased due to discovery of Caltrans infrastructure within the construction area. • A joint venture of McMillen Jacobs and Santec scored highest of two proposals in response to a competitive solicitation for tunnel engineering services for the Folsom project and was awarded a contract in May 2020. The contract has been amended four times and now has a not to exceed amount of \$9.7 million and ends November 2023. • The existing contract allows for evaluation of contractor performance. SFPUC assigned a rating of “Good” or “Excellent,” the second-highest and highest of four ratings, across the majority of sub-categories for the FY 2022-23 evaluation, which was not yet signed at the time of our review. However, the evaluation cited long response times for acquiring design services for temporary PG&E power and to issue recommendations for geotechnical engineering services that caused delays to the iterative design process. SFPUC did not complete performance monitoring reports for prior years of the contract but plans to complete performance monitoring evaluations annually going forward. <p>Fiscal Impact</p> <ul style="list-style-type: none"> • The total cost of the proposed amendment is \$17.2 million, the cost of which is funded by Wastewater ratepayers. The unanticipated Caltrans analysis costs \$5 million or 29 percent of the proposed amendment’s cost. <p>Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

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

BACKGROUND

Folsom Area Stormwater Improvement Project

The San Francisco Public Utilities Commission’s (SFPUC) Folsom Area Stormwater Improvement Project will improve conveyance of stormwater to the neighborhood surrounding 17th and Folsom Street as part of the Sewer System Improvement Program (SSIP). The neighborhood has been subject to flooding during moderate to heavy storms due to: (a) the local topography, as the area is naturally low-lying, resulting in collection of stormwater runoff in the neighborhood when the collection system reaches capacity; (b) runoff from upstream areas, as the area draining to the neighborhood is steep and highly urbanized, resulting in significant flow to the collection system in a short period during heavy storms; (c) insufficient stormwater conveyance capacity, as system flows during heavy rains can surpass the combined carrying capacity of the sewers and streets; and (d) potentially lower property elevation because the area is built on a historical creek (Mission Creek).

Key components of the Folsom Area Stormwater Improvement Project (the Project) include construction of a new 4,000 feet long, 12-foot diameter sewer tunnel to convey stormwater from the neighborhood to the Channel Consolidated Transport/Storage Box and upsizing of existing infrastructure (including sewer pipes and sewer boxes). Phase 1 of the project includes planning, environmental, and design phases only. When Phase 1 was initiated in July 2016, the project was estimated to cost \$36.3 million and to be completed by November 2019. SFPUC now estimates Phase 1 will cost \$38.4 million and will be completed in December 2023, four years later an initially planned.

Phase 2 of the project includes bid award through construction and is anticipated cost \$282 million and to be completed in June 2027. In 2021, the California Regional Water Quality Control Board issued a Cleanup and Abatement Order to the City to abate threats to the use of groundwater from sewer overflows in low-lying areas. The Abatement Order requires the Project to be completed by June 30, 2027, among other actions.

Request for Proposals for Tunnel Engineering Services

On March 26, 2018, SFPUC issued a Request for Proposals (RFP) for Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project. SFPUC received two proposals, and a

selection panel¹ determined McMillen Jacobs Associates/Stantec, Joint Venture (McMillen Jacobs) to be the most qualified and highest-ranking proposer. McMillen Jacobs achieved a score of 898 out of 1,000 points possible, and the other proposer (Brierley Associates) achieved a score of 895.

The RFP provided for an initial agreement term of 18 months, which could be extended for up to a total term of nine years.

Agreement History

In October 2018, the SFPUC executed an original agreement with McMillen Jacobs for an 18-month term ending May 1, 2020 and a not to exceed amount of \$5.7 million. The SFPUC modified the agreement four times, as shown in Exhibit 1 below.

Exhibit 1: Contract Amendments

Modification No.	Date	Description	Not-to-Exceed Amount
1	5/11/20	Extended the term from May 2020 to September 2020 for a total term of one year and 10 months.	\$5,700,000
2	9/1/20	Extended the term from September 2020 to October 2021 for a total term of three years and increased the not to exceed by \$4 million.	\$9,700,000
3	9/22/21	Extended the term from October 2021 to May 2023 for a total term of four years and seven months.	\$9,700,000
4	4/11/23	Extended the term from May 2020 to November 2023 for a total term of five years and one month.	\$9,700,000

Source: Contract Amendments

Changes to Contract Scope and Timeline

Since the original contract was executed there have been cost increases and schedule delays to the Project due to conflicts with Caltrans structures that were discovered during project design and challenges obtaining access to property necessary for project staging. The design team identified previously unknown underground supports for the U.S. 101 freeway within the tunnel area. In addition, the contractor had to identify an alternative site for project staging of materials and equipment (including the tunnel boring machine) because acquisition of the previously identified site was infeasible. These developments resulted in an expansion in the scope of services to relocate the tunnel boring machine launch, remove and replace Caltrans foundation piles, and add one access shaft. According to SFPUC staff, Caltrans required extensive analysis and modeling for replacing Caltrans foundation piles and the addition of one access shaft, which

¹ According to SFPUC staff, the selection panel consisted of: a San Francisco Municipal Transit Agency Construction Management Manager, an SFPUC Project Manager, a Caltrans representative, and an SFPUC Engineering Bureau Manager.

resulted in increased design costs (\$3.2 million and \$1.8 million, respectively as shown in Exhibit 4 below) under the contract.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first modification to the professional services contract with McMillen Jacobs/Santec Joint Venture for tunnel engineering services for the Folsom Area Stormwater Improvement Project to increase the contract amount to \$17.2 million and increase the contract term by four years through November 30, 2027.

Scope of Services

Under the proposed modification, McMillen Jacobs would continue to provide the following services:

1. **Management and Coordination**, including development of a Draft Project Management Plan and a Draft Engineering Work Plan, coordination of kick-off meeting and progress meetings, presentations on deliverable milestones, and submittal of monthly progress reports.
2. **Quality Assurance/Quality Control**, including development and implementation of Quality Assurance Plan to ensure all work complies with applicable standards, codes, and industry practices.
3. **Review Background Information**, including a review of relevant documents (such as Project Needs Assessment and Alternatives Analysis Report and SFPUC Infrastructure Division Project Design Procedures).
4. **Develop Supplemental Information** (such as identifying location of utilities and facilities that may conflict with the tunnel facilities) to determine if changes are needed to construction method or tunnel alignment.
5. **Seismic, Geotechnical & Hazardous Materials Investigation and Site Characterization** to inform design parameters and to assess ground and groundwater conditions for the Project.
6. **Permits and Agreements**, including obtaining required environmental or access permits for fieldwork and obtaining permits and approvals for project implementation.
7. **Advanced Hydraulic Numerical Modeling** to appropriately size certain tunnel elements, such as drop structures, tunnel shafts, and venting structures.
8. **Tunnel Engineering Design & Design Support to City Staff**, including preparation of design reports, specifications, construction schedules, and cost estimates.
9. **Technology Transfer/Cross Training**, including providing training sessions to City staff in areas related to contract scope.
10. **Communication and Public Outreach**, including public presentations, assistance with materials to support public meetings, and assistance with tunneling contractor outreach.
11. **Soil-Structure Interaction Analyses for the Remainder of the Project**, as directed by the City, to evaluate the interaction between the ground and the tunnel structures and performance of the structures during seismic activity.

12. **Bid Phase Services** (Optional) to provide engineering support services, such as providing responses to bidder inquiries, during the construction bidding period.
13. **Provide Engineering Support Services During Construction** (Optional) to provide as-needed support during construction.

Social Impact Partnership

The original agreement included \$110,000 in community benefits commitment over the life of the agreement, including \$77,000 in direct financial contributions, \$30,000 in volunteer hours, and \$3,000 in in-kind contributions. According to SFPUC staff, as of March 7, 2023, 100 percent of the commitments have been fulfilled. The total completed commitments included \$78,200 in direct financial contributions, \$21,600 in volunteer hours, and \$15,366 in in-kind contributions. Exhibit 2 below shows the beneficiary organizations.

Exhibit 2: Social Impact Partnership Beneficiary Organizations

Category	Beneficiary	Total Contributions
Education	Ignite – Professional Development for Public School Teachers Environmental Education Partnership with John O'Connell High School	\$84,500
Education	San Francisco Unified School District for STEM Education Stem Career Awareness and Wrap-Around Services in San Francisco with a focus at John O'Connell High School in the field of water/wastewater	\$30,666
Total		115,166

Source: Original Agreement

Subcontractors

The contract requires eight percent Local Business Enterprise (LBE) participation.

Exhibit 3: List of Subcontractors

Subcontractor Name	Role
1. AGS Inc.	Geotechnical Investigations
2. AEW Engineering	Hazardous Materials Assessments
3. SC Solutions	Advanced Computer Modeling
4. Katz & Associates	Public Relations
5. Integrated Engineers & Contractors	Electrical Engineering
6. Michael Thomas, Sole Proprietor	Engineering Technical Support
7. Jonathan Bray, Sole Proprietor	Quality Assurance Technical Reviewer
8. Larry Snyder, Sole Proprietor	Quality Assurance Technical Reviewer
9. John Leahy, Sole Proprietor	Quality Assurance Technical Reviewer
10. David Hartwell, Sole Proprietor	Quality Assurance Technical Reviewer

Source: SFPUC

Note: LBEs in bold.

Performance Monitoring

The existing contract allows for evaluation of contractor performance. SFPUC assigned a rating of “Good” or “Excellent,” the second-highest and highest of four ratings, across the majority of sub-categories for the FY 2022-23 evaluation, which was not yet signed at the time of our review. However, the evaluation cited long response times for acquiring design services for temporary PG&E power and to issue recommendations for geotechnical engineering services that caused delays to the iterative design process. SFPUC did not complete performance monitoring reports for prior years of the contract but plans to complete performance monitoring evaluations annually going forward consistent with their broader commitment on this issue.

FISCAL IMPACT**Not to Exceed Amount**

Under the proposed contract modification, the total contract amount would be \$17.2 million, as shown in Exhibit 4 below. This reflects an increase of \$7.5 million (77 percent) above the current contract amount.

Exhibit 4: Contract Modification Budget

Task Order	Expected Hours	Cost	Avg. Hourly Rate
1. Tunnel Engineering to 65%	21,600	\$5,292,355	\$204
2. Caltrans Foundation Modifications Design	14,364	3,240,848	200
3. Tunnel Engineering to 100%	11,084	2,371,194	210
4. Utilities & Power Support	643	242,369	176
5. Caltrans Launch Shaft Analysis	8,717	1,823,023	209
6. Engineering Support During Construction	<u>18,475</u>	<u>4,054,896</u>	<u>219</u>
<i>Subtotal</i>	<i>74,883</i>	<i>\$17,024,685</i>	<i>\$207</i>
Contingency (1.03%)		175,315	
Total		\$17,200,000	

Source: SFPUC

Note: The cost for each task includes staff time and other direct costs.

SFPUC requested proposals for change orders from the contractor and then negotiated the final hours required for each task shown above. Costs associated with Caltrans Foundation Modifications Design (\$3.2 million) and Caltrans Launch Shaft Analysis (\$1.8 million) represent 29 percent of total contract costs.

Billing Rates

According to SFPUC staff, costs for the tasks noted in Exhibit 4 above are based on the estimated hours for each task and the billing rates for McMillen Jacobs and their subcontractors, which range from \$80.98 to \$250 per hour. Under the existing contract, the maximum billing rate for all staff is \$250/hour. The average hourly billing rate for McMillen Jacobs and their subcontractors is \$207 based on the budgeted amount and total hours. The contractor is allowed to escalate billing rates annually based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. Annual CPI adjustments to billing rates exceeding \$250/hour require approval by the Project Engineer and Bureau Manager.

Actual Spending

As of July 2023, actual spending on the current \$9.7 million contract is \$7.6 million (79 percent), leaving approximately \$2.1 million (21 percent) unspent.

Impact on Ratepayers

Contract costs, as well as capital plan costs, are recovered from Wastewater Enterprise ratepayers. The 2023 Water and Wastewater Rate Study (conducted by an independent consultant) will be used to set rates for FY 2023-24 through FY 2025-26. The rates were adopted at the May 23, 2023 SFPUC Commission meeting. According to the report, Wastewater Enterprise revenue will increase by nine percent annually from FY 2023-24 to FY 2025-26.

RECOMMENDATION

Approve the proposed resolution.



San Francisco
Water
Power
Sewer

Services of the San Francisco
Public Utilities Commission

**SEWER
SYSTEM**

IMPROVEMENT PROGRAM
Grey. Green. Clean.

06/13/2023

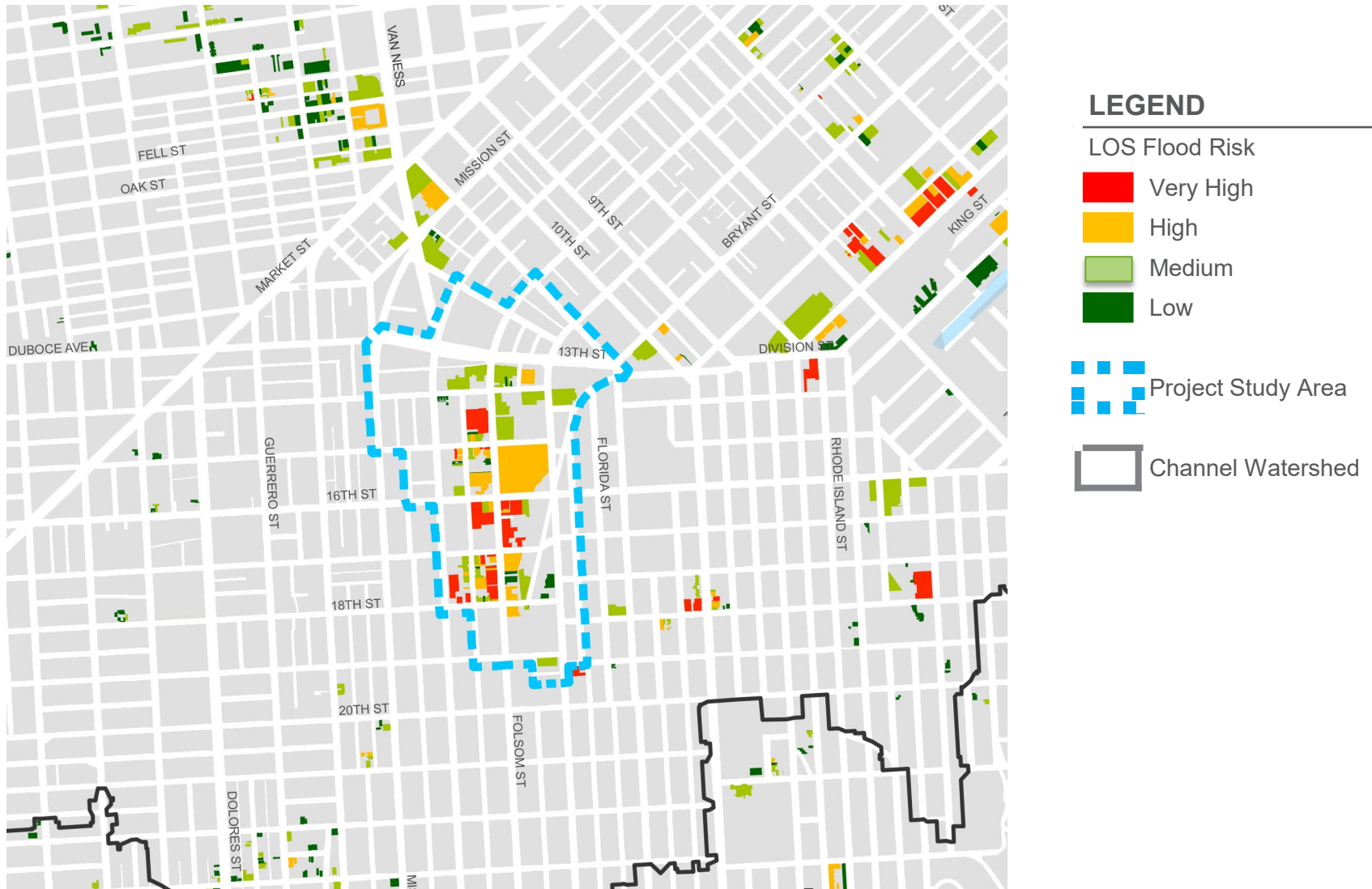
Folsom Area Stormwater Improvement Project

PRO.0101 Contract Modification #5

Paul Louie Contract Manager

Derek Adams Project Manager

Background – Mission District Flood Risk



Background

- Project will mitigate the SSIP LOS 5-year, 1.3-inch 3-hour storm
- State Abatement Order (R2-2021-0021)



Contract PRO.0101

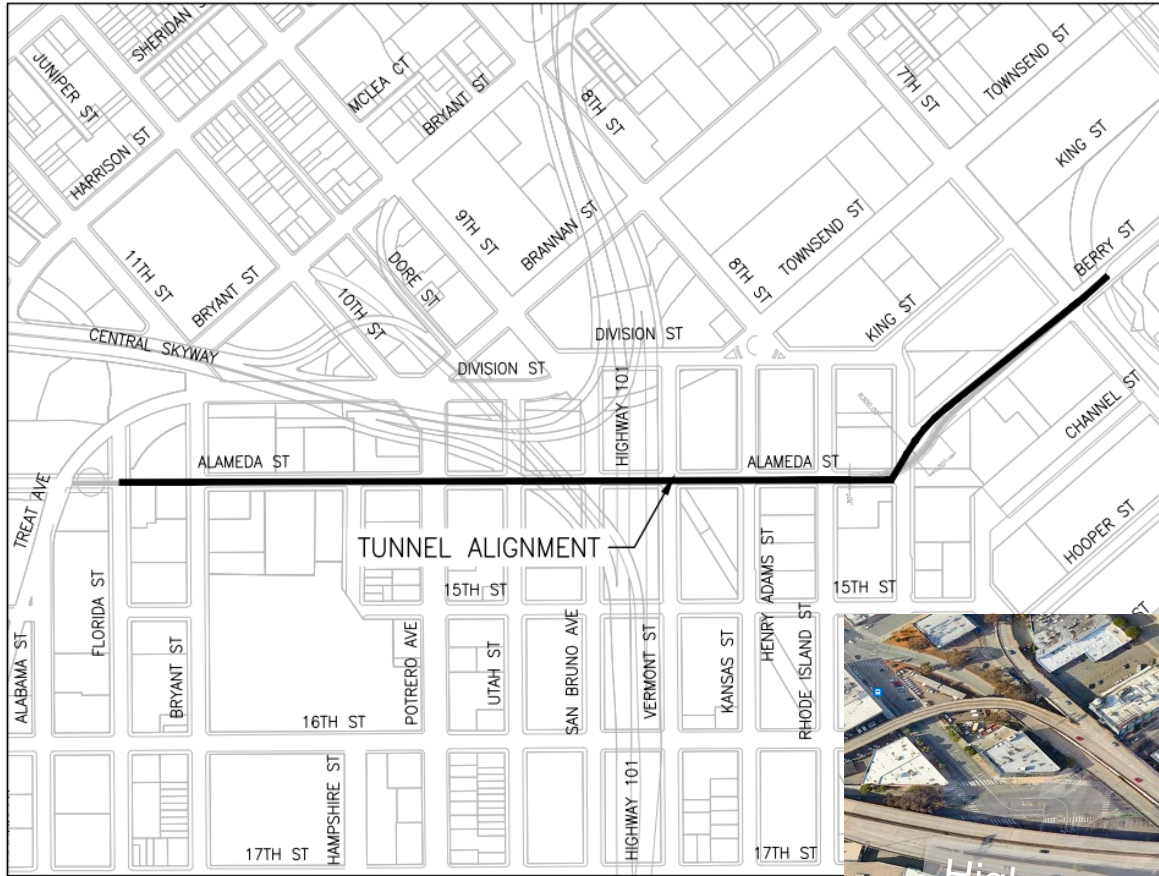
- Professional design services for the tunnel design of the Folsom Project, currently set to expire in November 2023

Modification No.	Budget (Increase)	Time (Extension)
Original Contract	\$5.7 million	18 months
1	\$0	4 months
2	\$4.0 million	14 months
3	\$0	19 months
4	\$0	6 months

Contract PRO.0101 Modification Request

- 5th Modification is budget and time extension
 - \$4.05M engineering support during construction
 - \$1.82M complex modeling at launch shaft
 - \$1.24M complex modeling foundations
 - \$0.26M public relations support

- Request \$7.5 million and 48 months



Contract PRO.0101 (as amended)

Modification No.	Budget (Increase)	Time (Extension)
Original Contract	\$5.7 million	18 months
1	\$0	4 months
2	\$4.0 million	14 months
3	\$0	19 months
4	\$0	6 months
5	\$7.5 million	48 months
Total:	\$17.2 million	109 months

Next Steps

- Submit Caltrans Strategy Report for Foundation Modification(US-101) and Launch Shaft (I-80)
- Submit Project Study Report – Project Report (PSR-PR) for Caltrans Approval
- Complete Tunnel Design in early 2024
- Construction



**SEWER
SYSTEM**
IMPROVEMENT PROGRAM
Grey. Green. Clean.

THANK YOU.



sfwater.org/ssip

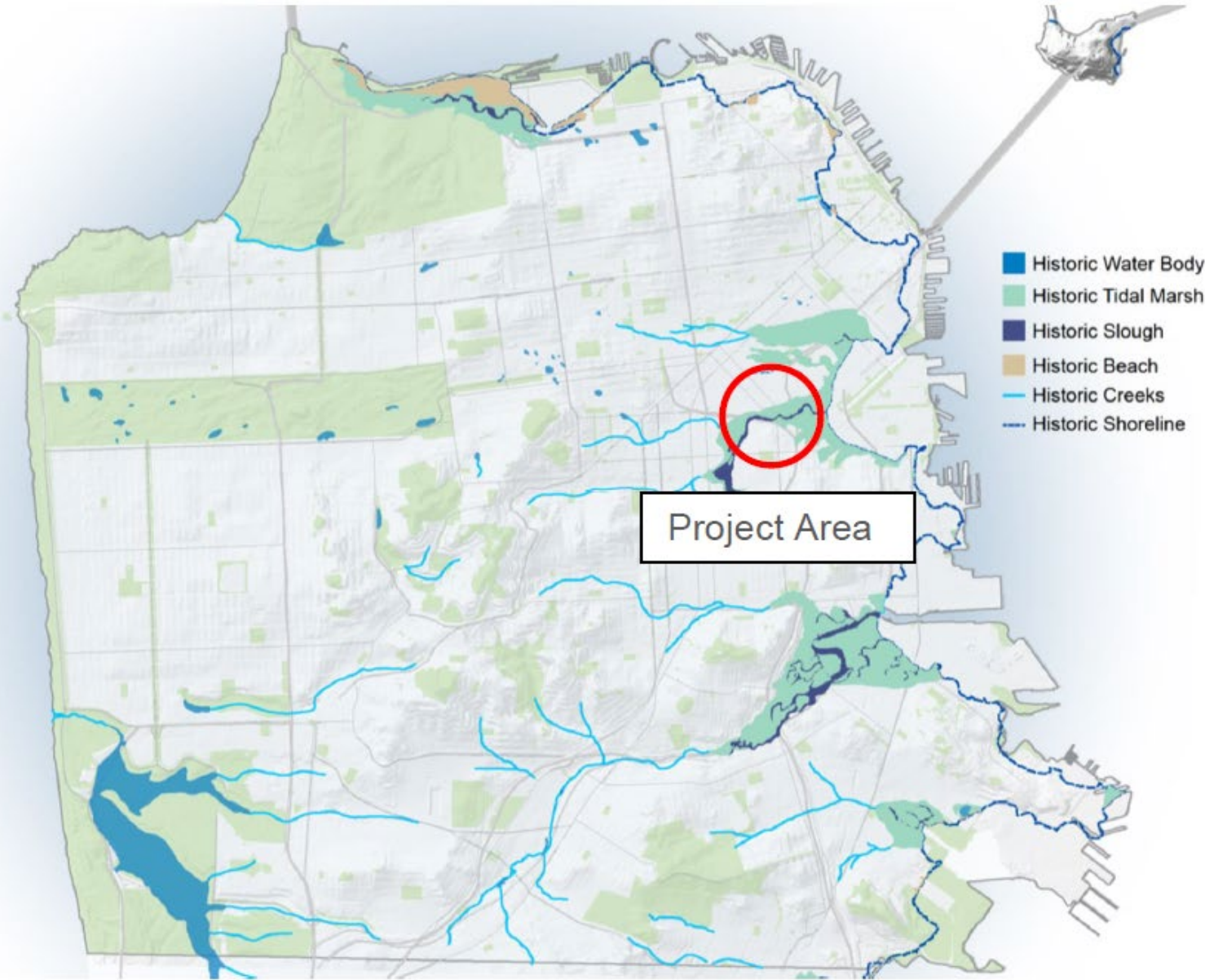
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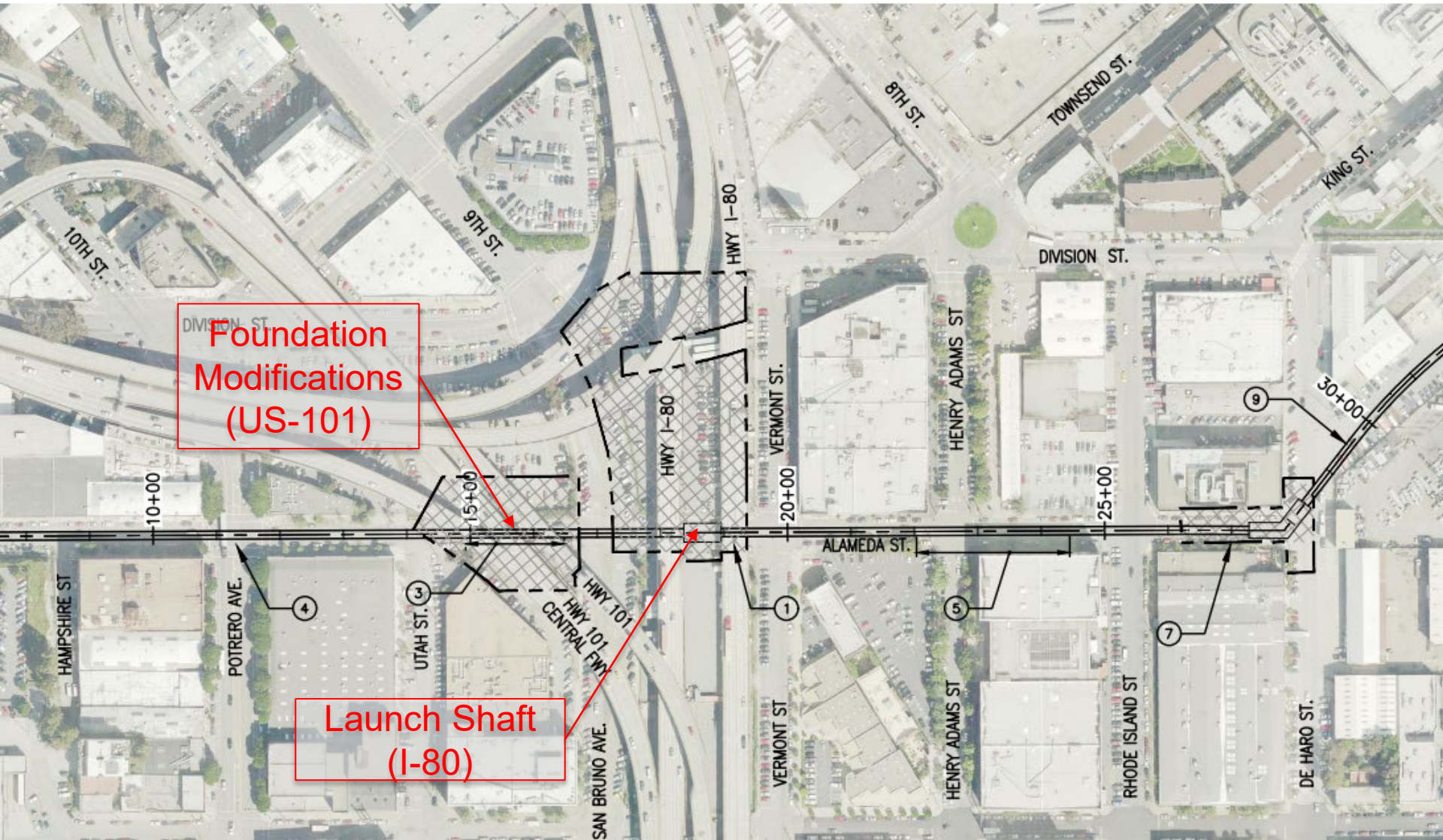
sfwater.org

Project Status

- Planning Complete
- Environmental clearance is complete
- Design Phase in progress

Background





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

Modification No. 5

**PRO.0101
Tunnel Engineering Services for the
Folsom Area Stormwater Improvement Project**

THIS MODIFICATION No. 5 (this “Modification”) is made as of [Insert date], in San Francisco, California, by and between McMillen Jacobs Associates/Stantec, Joint Venture (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

Recitals

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

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

WHEREAS, On March 26, 2018, the City competitively procured the Agreement in accordance with San Francisco Administrative Code Section 6.40 through a Request for Proposals, and this Modification is consistent therewith; and

WHEREAS, City and Contractor previously agreed to modify the Agreement through the First Amendment, dated May 11, 2020; Second Amendment, dated September 1, 2020; Third Amendment, dated September 22, 2021; and Fourth Amendment, dated April 11, 2023; and

WHEREAS, Effective with this Modification No. 5, any written changes to the Agreement shall be referred to as a Modification to the Agreement; and

WHEREAS, On [Insert date of Civil Service Commission action or DHR approval date if under \$100K], the SFPUC obtained approval for this Modification from the [Civil Service Commission or Department of Human Resources on behalf of the Civil Service Commission] under PSC number 49868-17/18 in the amount of \$17,200,000 for the period of 9 years 26 weeks; and

WHEREAS, On June 13, 2023, the City’s Public Utilities Commission approved this Modification by Resolution No. 23-0119; and

WHEREAS, On [Insert date of Board action], the San Francisco Board of Supervisors approved this Modification pursuant to San Francisco Charter Section 9.118 by Resolution No. [Insert resolution number].

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Modification:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated October 17, 2018 between Contractor and City, as amended by the:

First Amendment,	dated May 11, 2020;
Second Amendment,	dated September 1, 2020;
Third Amendment,	dated September 22, 2021; and
Fourth Amendment,	dated April 11, 2023.

1.2 **Modification.** Effective with this Modification, the term “Modification” shall mean any written changes to the Agreement that modifies the scope or standard terms of the Agreement.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on November 30, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on November 30, 2027, unless earlier terminated as otherwise provided herein.

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

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes Contractor has been satisfactorily performed. Payments shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million Seven Hundred Thousand Dollars (\$9,700,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as permitted under Administrative Code Section 6.22(j).

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

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." City shall compensate Contractor for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes have been satisfactorily performed. City shall issue payment within 30 calendar days of receipt of the invoice unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Seventeen Million Two Hundred Thousand Dollars (\$17,200,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. City may withhold a portion of any payment until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as permitted under Administrative Code Section 6.22(j).

Article 3 Reserved (Updates of Standard Terms to the Agreement)

Article 4 Effective Date

Each of the modifications set forth in Article 2 shall be effective on and after the date of this Modification.

Article 5 Legal Effect

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

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

CITY

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint
Venture

Dennis J. Herrera
General Manager
San Francisco Public Utilities Commission

Victor Romero
President-Underground Division
McMillen Jacobs Associates

Approved as to Form:

David Chiu
City Attorney

Tama Snow
Vice President, Regional Business Leader,
Pacific Water
Stantec

By: _____
Randy Parent
Deputy City Attorney

City Supplier Number: 0000037192

DRAFT

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

**Agreement between the City and County of San Francisco and
McMillen Jacobs Associates/Stantec, Joint Venture**

**PRO.0101 Tunnel Engineering Services for the
Folsom Area Stormwater Improvement Project**

This Agreement is made this 17th day of October, 2018, in the City and County of San Francisco ("City), State of California, by and between McMillen Jacobs Associates/Stantec, Joint Venture ("Contractor") and City.

Recitals

WHEREAS, the San Francisco Public Utilities Commission ("Department," or "SFPUC") requires tunnel design and engineering support for the Folsom Area Stormwater Improvement Project, including but not limited to tunnel engineering, seismic analysis, hydraulic modeling, geotechnical and hazmat review, public outreach support, preparation of bid-ready plans and specifications, cost estimating, and scheduling; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Section 6.40 through a Request for Proposals ("RFP") issued on March 26, 2018, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement is 8%; and

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

WHEREAS, the City's Civil Service Commission approved Contract number 49868-17/18 on March 3, 2018;

WHEREAS, the San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 18-0154 on September 25, 2018;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means McMillen Jacobs Associates/Stantec, Joint Venture.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

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

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

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on May 1, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board

of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Seven Hundred Thousand Dollars (\$5,700,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

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

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

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

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the City's invoicing and payment processing system as directed by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's invoicing and payment processing system with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

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

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

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

3.3.7 Reserved. (Grant Funded Contracts)

3.3.8 Subcontractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f).

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

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

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

3.6 Payment of Prevailing Wages

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

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

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

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

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

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

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

consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

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

3.7 Apprentices

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

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

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.**

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

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

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not

as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

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

5.1.5 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.

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

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

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

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

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

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

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

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR

INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a

custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue

Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
9.1	Ownership of Results		

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

10.4 **Reserved.**

10.5 **Nondiscrimination Requirements.**

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 8% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

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

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

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

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

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

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this

Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

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

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

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To City: Paul Louie
San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
PYLouie@sfgwater.org

To Contractor: John Kaplin
McMillen Jacobs Associates/Stantec, Joint Venture
49 Stevenson 3rd Floor
San Francisco, CA 94105
kaplin@mcmjac.com

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

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including

but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing purchase orders, the RFP, and Contractor's proposal dated May 4, 2018. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing purchase orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 **Reserved.**

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

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

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall

exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

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

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

Article 14 MacBride And Signature

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

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

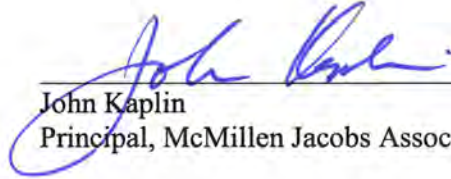
CITY

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint Venture



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



John Kaplin
Principal, McMillen Jacobs Associates

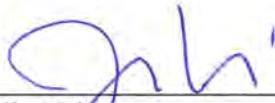
Approved as to Form:

Dennis J. Herrera
City Attorney



David S. Harrison
Regional Business Leader, Stantec

By:



Julie Veit
Deputy City Attorney

Supplier ID: 0000037192

Appendices

- A: Scope of Services
- B: Calculation of Charges

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

CITY

CONTRACTOR

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

McMillen Jacobs Associates/Stantec, Joint
Venture

John Kaplin
Principal

Supplier ID: 0000017963

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Julie Veit
Deputy City Attorney

Appendices

- A: Scope of Services
- B: Calculation of Charges

Appendix A Scope of Services

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

Tunnel design services for the Folsom Area Stormwater Improvement Project, including tunnel engineering (i.e., evaluations, analyses, calculations, and design reports); seismic analysis; advanced hydraulic numerical modeling (e.g. computational fluid dynamics analysis); geotechnical & hazmat reviews (i.e., studies, investigations, laboratory testing and reports); public outreach support; bid-ready plans and specifications; cost estimates; design and construction schedules; reports and references to be included in bid documents and schedules; other services and documents required for preparing a complete set of contract documents.

TASK 1. MANAGEMENT AND COORDINATION

Contractor shall provide coordination for keeping project participants informed of progress, technical issues, and planned activities and events. Project participants include SFPUC staff in project management, engineering, planning and public outreach; independent experts; and other parties such as public agencies, affected property owners, contractors, and other consultants. For scheduling of design phase activities, Contractor should include three weeks for SFPUC review of each Contractor deliverable, unless otherwise noted.

Contractor shall perform the following coordination activities, including but not limited to:

1.1. Based on the Project Approach, Coordination and Control, the Tasks and the Overhead and Profit Schedule submitted with the proposal, Contractor shall prepare Draft Project Management Plan & Draft Engineering Work Plan within three (3) weeks following NTP for review and acceptance by the SFPUC. City will have three (3) weeks to return comments and Contractor will have one (1) week to incorporate the comments. Contractor shall submit the Final Project Management Plan & Final Engineering Work Plan, including any updates or revisions, including all applicable comments within seven (7) weeks of the NTP. The Work Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan should include the following information:

- 1.1.1 Project Team organization and responsibility;
- 1.1.2 Contractor's Contract administration procedures;
- 1.1.3 Cost and schedule control procedures;
- 1.1.4 List of tasks and corresponding staff and budget;
- 1.1.4 Detailed Critical Path Method (CPM) design schedule of tasks, milestones and deliverable due dates;

- 1.1.5 File management and coordination guidelines to allow integration with project team members within SFPUC, consultant firms, agencies and others; and
- 1.1.7 Detailed change control procedures to be in place no later than the 35% design level to track and control changes during design development particularly those impacting the project schedule and construction cost estimate. Schedule and construction cost impacts shall be identified and communicated to the SFPUC in a timely fashion.
- 1.2. Contractor shall prepare for and conduct project kick-off meeting to review tasks, milestones, roles, and communication and coordination processes. Management & Engineering Work Plan will be discussed during orientation meeting.
- 1.3. Contractor shall prepare for and attend coordination bi-weekly progress meetings until delivery of the final design package. Assume two (2) hours per meeting between SFPUC staff and two (2) senior project staff from the Contractor.
- 1.4. Contractor shall prepare and make a presentation to, or lead a workshop for, the SFPUC of the design and cost estimate at the 35%, 65%, and 95% deliverable milestones. Each workshop shall be half day and shall be coordinated between the Contractor and SFPUC. Provide a copy of meeting minutes documenting key decisions and action items. SFPUC will consider alternative means of communications and coordination such as project web sites, email, or other methods to enhance efficiency of information dissemination, decision-making, documentation, and coordination, however, key presenters must be present at workshops. The Contractor may be required to lead these workshops.
- 1.5. Contractor shall aid SFPUC in preparing for and presenting to Technical Steering Committee (TSC), Management Oversight Committee (MOC), Technical Advisory Panel (TAP), and/or other internal approval milestone meetings at the 35%, 65%, 95%, and 100% deliverable milestones. Contractor shall not include costs to pay TAP members for work on this Project. Provide a copy of meeting minutes documenting key decisions and action items.
- 1.6. Contractor shall coordinate, document and disseminate responses to review comments on reports, memoranda, project documents and other work products.
- 1.7. Contractor shall submit monthly progress reports, with highlights of work achievements during the past month, and work planned and important milestones for the upcoming month. Also for each task provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; and (3) summary of current expenditures (man-hours, expenditure, and percent of task budget expended). The report

shall identify any issues or scope changes that may affect overall cost and/or schedule of design and/or construction.

- 1.8. Contractor shall maintain project files including all plans, reports, correspondence, calculations, review comments received on deliverables with corresponding responses, and other documents pertaining to the design. A fully collated, organized, indexed set of copies shall be transferred to the SFPUC within 20 working days of the 100% design completion, including copies of documents already passed to SFPUC during the assignment. Digital copies shall be kept on SFPUC's SharePoint site. All documents shall be fully checked and signed off in accordance with the Quality Assurance and Quality Control (QA/QC) procedures.

Deliverables:

- Draft Project Management Plan and Engineering Work Plan, six (6) hard copies and one copy in digital format, within three (3) weeks from NTP.
- Updates to, Revisions to, and Final Project Management Plan and Engineering Work Plan, six (6) hard copies and one (1) copy in digital format, within seven (7) weeks from NTP.
- Meeting minutes for project meetings and workshops, one (1) copy in digital format.
- Presentation material for Technical Steering Committee (TSC), Management Oversight Committee (MOC), and/or other internal approval milestone meetings.
- Monthly Progress Reports, one (1) copy in digital format, within five (5) working days after the end of each month, complying with SFPUC staff addition, invoicing and progress payment procedures.
- Monthly invoices, three (3) hard copies, in accordance with City requirements.
- Project correspondence, calculations, and other project records, one (1) hard copy and one (1) digital copy within 20 working days of the 100% design completion.
- Responses to review comments, one copy in digital format.

TASK 2. QUALITY ASSURANCE/QUALITY CONTROL

- 2.1. Prepare QA Plan - The Contractor shall prepare and submit a Draft QA Plan within four (4) weeks following NTP, for review and acceptance by the City. Contractor shall submit the Final QA Plan incorporating all applicable comments within three (3) weeks after receipt of City comments. The QA Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Contractor's requirements and procedures for ongoing QA efforts, including but not limited to the following:

- 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;

2.2.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives.

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

2.3. Prepare QC Plan - The Contractor shall prepare and submit a Draft QC Plan within four (4) weeks following NTP, for review and acceptance by the City. Contractor shall submit the Final QC Plan incorporating all applicable comments within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Contractor's requirement and procedures for ongoing QC efforts including but not limited to the following:

2.3.1 Operational techniques and individual activities that focus on controlling or regulating the design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.

2.3.2 Procedures for reviewing, distributing, checking, backchecking, tracking, controlling, and cataloguing all documents;

2.3.3 Procedures for resolving review comments; and

2.3.4 Procedures for coordinating with the City project team and any independent Technical Advisory Panel and Value Engineering Panel, with input and direction from City staff.

2.4. Implement QC Plan - The Contractor shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, Contractor shall conduct internal QC prior to presenting deliverables to the City. Established QC procedures, to be employed by all team

members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design.

Deliverables:

- Draft QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within four (4) weeks from NTP.
- Final QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within three (3) weeks from receipt of City comments.

TASK 3. REVIEW BACKGROUND INFORMATION

3.1. This task shall include the review of relevant project documents. At a minimum, the Contractor shall review the following:

- Folsom Area Stormwater Improvement Project – Needs Assessment and Alternatives Analysis Report
- General Location Map
- SFPUC General Seismic Requirements
- SFPUC Infrastructure Division Project Design Procedures, including but not limited to:
 - PD 1.04 Engineering Work Plans and Budgets for Planning and Design
 - PD 1.05 Drafting Standards
 - PD 1.06 Engineering Design Standards
 - PD 1.08 Engineering & Operations Design Interface & Coordination
 - PD 1.10 Construction Cost Estimating
 - PD 1.11 Design Progress Reporting
 - PD 2.04 Design Criteria
 - PD 3.01 Engineering Calculations
 - PD 3.02 Engineering Drawings
 - PD 3.03 Project Specifications
 - PD 3.05 Project Design Review Checklists
 - PD 3.06 Security and Coordination Development
 - PD 3.07 Corrosion Control
 - PD 3.08 Safety in Design
 - PD 4.02 Addendum to Advertised Contract
 - PD 4.03 Engineering Support During Bid Evaluation
 - PD 4.04 Engineering Support During Construction
 - PD 4.05 As-Built CAD Drawings
 - PD 5.01 Basics of Quality Control
 - PD 5.03 Technical Advisory Panels (TAPs)

- PD 5.04 Value Engineering
- PD 5.05 Design Reviews
- PD 5.07 Formal Design Review Presentation
- PM 5.03 Schedule Development and Control
- PM 5.07 Monthly Progress Meetings
- PM 6.01 Quality Assurance Program
- PM 6.02 Quality Assurance Audits
- Relevant record drawings of Division Street Box Projects
- Relevant record drawings of Channel Outfall Consolidation Project
- Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from SFDBI, SFPUC and SFPW libraries, as well as from other public/private projects/entities.
- Record drawings for other facilities located in close proximity to this project, including but limited to, CalTrans, Caltrain ROW (right-of-way) crossing, Berry Street sewer, etc.
- General Plan, Zoning, Community Plan, and other applicable plans and environmental documents.

Additional materials suggested for review include, but are not limited to, surveying data; aerial photos; topographic maps; ROW maps; impact avoidance and mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies. Site reconnaissance and verification of existing site conditions and existing facilities/utilities may be conducted by request of the Contractor. Site entry must be coordinated through the Project Manager or Project Engineer.

After completing the review of all background information, the Contractor shall prepare a technical memorandum verifying the feasibility of the proposed design concept and identify any data gaps that must be completed prior to the commencement of the design of the Folsom Area Stormwater Improvement Project and related connections and facilities.

Deliverables:

- Draft and Final Technical memorandum confirming the adequacy and feasibility of the proposed design concept presented in the above documentation; identifying any data gaps that must be completed prior to the design of the tunnel; and presenting a schedule for recovery of the data gaps. This should be completed prior to finalizing a field geotechnical program.
- Draft Summary of Existing Geotechnical Data Report that compiles available geotechnical information, soil stratigraphy and soil property information. This will eventually become part of the Geotechnical Data Report (GDR).

TASK 4. DEVELOP SUPPLEMENTAL INFORMATION

Contractor shall perform the following under this task:

- 4.1. Visit site to verify existing field conditions.
- 4.2. Obtain information on location of existing and proposed utilities and facilities, as needed for preparation of tunnel facilities background/contract drawings for construction bidding, by performing potholing work as needed to verify location of utilities and facilities that may conflict with tunnel facilities. All underground critical utility information identified through potholing work shall be recorded on a utility plan and on appropriate drawings, including requirements for additional research by the construction Contractor. The utility search and conflict resolution shall be coordinated with the applicable agencies and owners through the City and shall generally be in accordance with American Society of Civil Engineers (ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). Contractor shall provide design for any required relocation of utilities or facilities.

Contractor shall re-evaluate proposed design and configurations based on any new utility findings, taking into account previous hydraulic analysis, to verify satisfactory performance.

- 4.3. Coordinate with local agencies, private owners and utilities through City representatives for surveying and utility location work. Aid SFPUC in obtaining access and/or environmental permits required to accomplish task by completing and processing permit applications, and by providing technical support, as needed, to secure these permits. Any costs for permits will be reimbursed back to the Contractor with proper receipts/documentations via progress payments.

Deliverables:

- Utilities and Facilities Coordination Information. Prepare and submit one hard copy and one electronic copy of a memorandum summarizing the results of utility and facility location work. The memorandum, and accompanying documents, should record information on utilities and facilities that may conflict with the tunnel facilities. It should identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities. Provide electronic and hard copies of potholing information including summary information and detailed field data.
- Technical Memo summarizing any recommended changes to construction method and/or tunnel alignment based on information provided. Provide six (6) hard copies and one (1) copy in digital format prior to 35% design phase.

**TASK 5. SEISMIC, GEOTECHNICAL & HAZARDOUS MATERIALS
INVESTIGATION AND SITE CHARACTERIZATION**

Contractor shall define and implement, with the City's input, a geotechnical investigation and site characterization program to determine required design parameters and to assess ground and groundwater conditions for the Project to the extent necessary to reduce uncertainty to a level that is sufficient for design. Contractor shall provide proposed delivery schedule for all deliverables. The program shall take into account any previous work, investigations, and input from the City's geotechnical engineer to determine the number of tests and samples required before commencing the work. The geotechnical investigation and site characterization program for the Project, including City/other agencies ROW, shall include, but not be limited to, the following:

- 5.1. Site exploration including, but not limited to, all necessary drilling and sampling boreholes and rock cores, test pits, cone penetration tests, sampling for soil and groundwater corrosivity tests, sampling for presence of hazardous materials in soil, rock, and groundwater, seismic refraction survey, and installation of groundwater observation wells. Site services shall also include in-situ testing and monitoring including, but not limited to, all necessary groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, downhole logging, hydraulic conductivity testing, and disposal of spoils.
- 5.2. Laboratory testing including, but not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil, rock, and groundwater handling and disposal requirements and to assess the nature and extent of hazardous gases.
- 5.3. Assessment of seismic engineering properties including in-situ downhole or cross-hole testing as required. Task shall also include using multi-methods to derive soil strength profiles to satisfy any SSI numerical modeling requirements for Project, providing site-specific measurements of V_s and V_p (soil shear and P-wave velocities) for any required SSI analysis for Project, and deeper borings to rock to get required information for any SSI analysis for Project, as deemed necessary by the Contractor and the City.
- 5.4. Develop and conduct a specific study to assess mechanized excavation by tunnel boring machine, or other trenchless operation methods as well as any appropriate open cut operation for the Project. The study shall include appropriate laboratory testing of the materials for any type of mechanized excavation method considered by the Contractor. Other than laboratory testing, the results of the study shall be presented in a technical memorandum that will not be incorporated as a bid document.

Deliverables:

Provide the deliverables described below. There will be City Geotechnical and Environmental Staff who will provide oversight on this task in addition to Contractor's own QA/QC process as dictated in Task 2, but overall responsibility of this task remains with the Contractor.

- Draft and Final Geotechnical & Hazardous Materials Investigation and Site Characterization Work Plan: The plan shall describe the supplemental geotechnical and hazardous materials investigation and site characterization program. The plan shall describe the needs for the analyses and design for the various structures and how the corresponding field and laboratory information will provide the input for those needs. Applicable portions of the plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. Environmental review, studies, and investigations include and are not limited to studying and summarizing files on past environmental and groundwater investigations, environmental and geotechnical records of Department of Toxic Substances Control and other regulatory agencies. This work plan shall be reviewed and accepted by the SFPUC prior to proceeding with the program work. Provide six (6) hard copies and one (1) electronic copy of draft and final plans.
- Draft and Final Geotechnical and Hazardous Materials Investigation Data Report (GDR): The report shall provide factual data and information obtained from the geotechnical and hazmat investigation efforts. Provide six (6) hard copies and one (1) electronic copy of draft report. Provide eight (8) hard copies and one (1) electronic copy of final report.
- Draft and Final Seismicity Report: The report shall document site specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction, lateral spreading, and any other possible ground failure modes; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on any lining; equivalent linear and nonlinear site response analysis (SRA); and risk assessment related to ability of tunnel facility to remain operational after design-level seismic event. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.
- Draft and Final SSI Report for Tunnel: The report shall summarize the soil-structure interaction analysis plan, which should be submitted for approval prior to commencing SSI work; the rationale for the proposed analysis procedure, necessary background information, software tools to be used such as PLAXIS, FLAC or LS-DYNA, and the analysis results. Provide six (6) hard copies and one (1) electronic copy of draft and final reports. This report may be combined with the Tunnel Design Report under Task 8.
- Draft and Final Technical Memorandum on Mechanized Excavation: The memorandum should evaluate mechanized excavation methods considered by Contractor and provide recommendations as to the types of construction methods that will be allowed or excluded for tunnel construction. The memorandum shall also address any need for soil stabilization. Provide six (6) hard copies and one (1) electronic copy of draft and final memorandum.

- Draft and Final Geotechnical Interpretive Report (GIR) and/or Geotechnical Design Memorandum (GDM): This report shall provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on tunnel and associated infrastructure; and risk assessment related to ability of tunnel and facilities to remain operational after a design-level seismic event. Furthermore, geotechnical recommendations shall be provided for design of Project, including tunnels, shafts, cut-and-cover sewer work, shallow and deep foundations, excavation compaction, grading and sub-grade preparation. Provide six (6) hard copies and one (1) text-searchable electronic copy of draft and final GIR. Submit draft with submittal of 65% plans, specifications, and construction cost estimates.
- Draft and Final Hazardous Materials Assessment, including Environmental Site Assessment Phase I and II: This assessment report shall provide estimated locations of soils and groundwater containing hazardous constituents. The report shall provide information for developing methods and locating sites for handling, treatment, storage and disposal of excavated materials. The report shall be used for design of materials management on the project, including preparation of contract specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated soils and groundwater. The report shall provide information on the presence of hazardous gases and materials. Provide six (6) hard copies and one (1) electronic copy of draft and final assessment report.
- Other Reports: Other reports may be requested dependent on geotechnical evaluations and recommendations. Such reports may address settlement estimates and monitoring or other measures identified by Contractor or SFPUC.
- All Final Geotechnical and Hazardous Materials Investigation data and reports shall be made available for construction bidder's review during construction advertisement for bidding purpose.

TASK 6. PERMITS AND AGREEMENTS

- 6.1. Contractor shall obtain access or environmental permits required for fieldwork associated with Task 5, and obtain or assist in obtaining permits and approvals necessary for project implementation, including land acquisition. Contractor shall complete and process permit applications, and provide technical support as needed to secure permits. Permits will require compliance with State and Federal Endangered Species Act and the National Historic Preservation Act, Section 106. Contractor shall perform fieldwork in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines published by the SFPUC Land and Resource Management Section.

Approvals and permits that could be required include, but are not limited to:

<u>Entities/Agencies</u>	<u>City</u>	<u>Contractor</u>
PCJPB (Caltrain)	•	X
Caltrans	•	X
Bay Conservation Development Committee (BCDC)	X	•
Union Pacific Railroad	•	X
US Army Corps of Engineers	X	•
California High-Speed Rail Authority	•	X
CEQA	X	•
Regional Water Quality Control Board	X	•
California Fish and Game	X	•
US Fish and Wildlife Service and National Marine Fisheries Service	X	•
State Lands Commission	X	•
San Francisco Department of Public Health	X	•
CAL-OSHA Tunneling and Mining	•	X
Department of Toxic Substances Control (DTSC)	•	X
San Francisco City Planning and Building Inspection	X	•
San Francisco Arts Commission	X	•
Private Property Owners	X	•
San Francisco Municipal Transportation Agency	X	•

X Indicates Lead Responsible Party

• Indicates Supporting Party

This task also includes incorporating mitigation measures into the design documents to mitigate impacts to affected property owners and agencies and assisting SFPUC to securing agreements with the affected parties prior to construction bidding phase.

Deliverables:

- Copies of all approved permits and approvals timely obtained by Contractor.

TASK 7. ADVANCED HYDRAULIC NUMERICAL MODELING

7.1. Contractor shall perform computational flow dynamic (CFD) modeling of Project to evaluate any occurrences of surface bores and other surge-related phenomena that can

potentially occur due to rapid filling of the tunnel and other hydraulically connected infrastructure in the project vicinity. Additionally, the CFD modeling will evaluate system air flow, including transient air surge and requirements for venting. Based on the findings, CFD modeling may be used for the sizing of drop structures, tunnel shafts and venting structures. Modeling shall include tunnel element, connection points, and all appropriate infrastructure within appropriate modeling boundaries. Model runs shall include SFPUC's LOS storm, as well as two additional hydraulic or hydrologic scenarios to be selected by SFPUC staff.

TASK 8. TUNNEL ENGINEERING DESIGN & DESIGN SUPPORT TO CITY STAFF

Contractor shall perform the following under this task:

Contractor shall establish design criteria and provide engineering design, environmental mitigation, contract documents, and cost estimates for a complete detail design construction advertising package for tunnel facilities including tunnel shafts, shoring, tunnel, liner pipeline, waterproofing, temporary sewer facilities required to build project without affecting current operations, all connections between temporary shaft and tunnel, and all connections between permanent structures and tunnel. Contractor shall determine the distance along all box and sewer structures from all tunnel connection points that may be seismically impacted, and provide design recommendations for these segments. Design under this task also includes necessary soil stabilization methods (i.e. jet grouting) to existing surface facilities (i.e. 101 Freeway, Caltrain Railroad services, etc.), and trench support and pile cutting criteria contract language for Project. Contractor shall prepare work products including design reports, contract plans, specifications, cost estimates, and construction schedules. The tunnel design is to be developed to meet the seismic provisions as per SFPUC General Seismic Requirements and per direction of SFPUC. Contractor shall evaluate constructability of the recommended tunnel diameter based on the conditions of the proposed alignment.

- 8.1. Contractor shall submit preliminary and final design reports by the end of the 35% and 95% Design Phase; respectively. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports will include, but not be limited to: design criteria, tunnel alignment, shaft locations, drop type, muck disposal, tunnel and shaft groundwater control and disposal, tunnel and shaft construction methods, initial tunnel support, type of liner pipeline (including its durability), waterproofing, ancillary facilities, operation and maintenance issues related to design (including tunnel dewatering), independent assessment of ability of tunnel design to meet seismic provisions, construction traffic impacts, power and other utility requirements, access road alignments, staging area requirements, instrumentation

plans, design calculations, internal hydraulic pressure information provided by SFPUC, constructability, corrosion protection, construction cost estimates, and construction schedules. Detailed evaluation of potential impact on adjacent structures should also be included and the use of empirical and numerical analysis tools that will be used for the evaluation will be described.

- 8.2. Contractor shall prepare plans and specifications for all tunnel facilities at approximately 35%, 65%, 95% and 100% levels of completion. Contractor shall prepare plans and specifications in a format as specified by City. For each submittal, Contractor shall provide written responses to City review comments and incorporate appropriate changes to plans and specifications based on review comments. In this Agreement, "plans and specifications" is used synonymously with "contract documents." Contractor shall work with City staff to complete preparation of Special Provisions, and Divisions 0 and 1 of the project specifications including, but not limited to, providing technical project requirements, schedule requirements and constraints, hazmat mitigation specifications, and incorporating all applicable environmental mitigation requirements. Contract drawings shall be in a format as specified by City.
- 8.3. Contractor shall work with City staff to complete preparation of Special Provisions, and Division 0 and 1 of the project specifications, as they pertain to hazardous materials including, but not limited to, providing technical project requirements, schedule requirements and constraints, and mitigation specifications. Contract drawings shall be in a format as designated by the City.
- 8.4. Contractor shall prepare construction cost estimates (based on City's latest format) at 35%, 65%, 95% and 100% levels of design completion. The 35% cost estimate submittal shall be a Class 4 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The 65% cost estimate submittal shall be a Class 3 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The final cost estimate shall be a Class 1 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. Contractor shall provide construction schedules (in latest SFPUC standard software) at 35, 65 and 95 percent levels of design completion, showing major milestones and activities. The schedule shall be a reasonable representation of an average contractor's plan of operation to complete the work. The schedule shall utilize the precedence diagramming method of network analysis and show a single critical path. The schedule and network diagram shall include, but not limited to, the following activities:
- Acquisition of key permits

- Major equipment procurement
- Major submittal review activities with Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with at least two review cycles at two weeks to review and two weeks to resubmit
- Construction work activities
- Milestones and scheduling constraints
- Allow time for the contractor's equipment start-up and testing, material fabrication, mobilization, closeout, and demobilization.
- Required coordination activities by City-resources
- Other activities that a contractor would perform

The schedule shall clearly show predecessors and successors, start/finish dates based on an SFPUC-determined "notice-to-proceed" date. It shall also show City holidays and other non-work days (i.e. anticipated moratoriums, special events, etc.).

On a separate document, each activity shall be cross-referenced with a narrative description. Each activity shall also be referenced to an estimated cost and the resources used. The narrative shall describe the work in the activity and explain/justify the estimated cost, resources, and duration.

- 8.5. Contractor shall prepare a Technical Memorandum on Mechanized Excavation and Shoring Systems to evaluate mechanized excavation and shoring methods and determine their feasibility and suitability for Project. Contractor shall provide recommendations as to the types of construction methods that will be allowed and excluded for the Project. The memorandum shall also address any need for soil stabilization.
- 8.6. Summary Report on Hazardous Material Mitigation. Contractor shall prepare the report and identify potential hazardous material impacts and the respective mitigation measures in the operation to mitigate soil, rock, and groundwater contamination and remediation at contaminated sites where the tunnel may pass through.
- 8.7. Risk Assessment. Contractor shall identify areas of the design that carry risk during construction and conduct workshops at 35% and 95% design for Project. Contractor shall identify and quantify probabilities and consequences of these risks and determine appropriate mitigation measures. A risk register documenting these risks shall be prepared by 65% design and updated at 95% design phases.

City staff and independent third party reviewers will perform review of work products. For review comments provided by City, Contractor shall maintain a spreadsheet with responses indicating how the comments were addressed.

Contractor shall provide the deliverables described below. For design reports provide draft and final versions. Design phase information may be provided in different formats than described below if approved by the City. Contractor must present a budget for optional services for SFPUC approval to address unforeseen needs and conditions.

Deliverables:

- Design Reports: Provide six (6) hard copies of preliminary and final design reports, and one (1) electronic version.
- Design Criteria Report: Provide six (6) hard copies of preliminary and final design criteria reports per SFPUC Design Procedures PD2.04.
- Plans and Specifications: Provide plans and specifications for all design elements that the Contractor is responsible for at approximately 35%, 65%, 95% and 100% levels of completion. Plans and specifications shall be prepared in compliance with standard City procedures following the CSI MasterFormat. For each submittal, provide written responses to City review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Contractor. In this Agreement, "plans and specifications" is used synonymously with "contract documents". Provide thirty (30)-half size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy for plans. Provide one (1) electronic copy of the 100 percent submittal in both Adobe Acrobat .pdf and native formats. Electronic copy shall include full size drawings set for stamp & signatures in AutoDesk .dwg format, and contract specifications in Microsoft Word .docx format.
- Construction Cost Estimates, Schedules and Technical Memorandum: Provide construction cost estimates at 35, 65, 95 and 100 percent levels of design completion. Provide construction schedules at 35, 65 and 95 percent levels of design completion, showing major milestones and activities.
- Draft and Final Technical Memoranda on Mechanized Excavation and Shoring: Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final memoranda.
- Draft and Final Geotechnical Baseline Report (GBR): Prepare geotechnical reports in accordance with the American Society of Civil Engineers (ASCE) document entitled "Geotechnical Baseline Reports for Underground Construction" dated 2007 or most recent edition. This report is to provide baseline information to be used in preparation of construction bids. Provide six (6) hard copies and one (1) electronic copy of draft and final GBR. Submit draft with submittal of 65% plans, specifications and construction cost estimates.
- Draft and Final Summary Report on Hazardous Material Measures of Tunnel Design: This report is to provide sufficient information on presence of hazardous material and disposal or remediation measures of the tunnel design and operation to lead regulatory agencies on sites where environmental site cleanup is required and the tunnel will pass through for review and comments. The report shall identify potential hazardous material impacts and the respective mitigation measures of the tunnel design and operation to the soil and groundwater contamination and remediation at sites where the tunnel passes

through. Provide six (6) hard copies and one (1) electronic copy of the draft report. Provide six (6) hard copies and one (1) electronic copy of the final report.

- Risk Workshop and Draft and Final Risk Assessment Register Technical Memorandum and Matrix Table: Conduct two (2) one-day workshops to review risks with key stakeholders at 35% and 95% design for Project. Provide ten (10) hardcopies and one (1) electronic copy of draft and final technical memorandum and matrix table. Risk register and matrix table shall be prepared by 65% design and updated at 95% design phases. This document is subject to review, comment, and revisions by City Staff and a Construction Management consultant.

TASK 9. TECHNOLOGY TRANSFER/CROSS TRAINING

- 9.1. Contractor shall conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City during the Design Phase, potential training topics may include but not be limited to the following: tunnel safety, maintenance and rehabilitation strategies for tunnels, construction management of tunnel projects, pipeline fault crossing design, retrofitting of portals and pipelines for seismic hazards, geotechnical considerations related to rock or mixed soil tunnel design, tunnel lining design, tunneling methodology and shaft construction, alternative tunnel portal designs.

Services that Contractor shall provide under this task include preparing, coordinating and providing training sessions, both in the field and in the office. These training sessions (field visits and in-office seminars at SFPUC Headquarters) shall be independent of the other workshops held for this project, other services provided for other tasks, and any marketing efforts by the Contractor. Sessions shall be technical in nature, tailored to the specific audience, non-branded, and shall make efficient use of materials developed under other tasks in this scope of services.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$30,000 for this task.

TASK 10. COMMUNICATION AND PUBLIC OUTREACH

- 10.1. Contractor shall provide assistance for public participation and public outreach activities (three [3] public meetings) in support of the detailed design of the Folsom Area Stormwater Improvement Project. These include, but are not limited to the following types of activities:

- Assistance with Collateral Material. Assist City staff in creating illustrative displays, videos, and other collateral material for distribution and to support public meetings as related to the design work being performed.
- Public Presentations. Attend and present at public forums about the Folsom Area Stormwater Improvement Project specific to the tunneling engineering and hazmat aspects of this project.
- Assist SFPUC with tunneling contractor outreach.
- Other outreach services as needed.

Such communication and public outreach activities include evening and/or weekend community meetings.

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

TASK 11. SSI ANALYSES FOR THE REMAINDER OF THE PROJECT

11.1. Contractor shall perform soil-structure interaction analyses, as directed by the City, for the remainder of the Project (i.e., for the cut-and-cover elements and permanent structures), only as directed by the City.

Deliverables:

- Detailed SSI Analysis Plan for the remainder of the Project based on the understanding of the structure and site conditions, subject to review and approval by the City. The plan shall include a description of software tools to be used, such as PLAXIS, FLAC or LS-DYNA. Provide six (6) hard copies and one (1) electronic copy of the SSI Analysis Plan.
- Early Stage Analysis Report for the remainder of the Project to include soil properties selection for analysis input and evaluation for performance of structures under seismic and static loads. The report is subject to review and approval by the City. Provide six (6) hard copies and one (1) electronic copy of Early Stage Analysis Report.
- Final SSI Report for the remainder of the Project to summarize the analysis results, necessary background information for the elements including, but not limited to, the cut-and-cover elements, permanent structures, and the joints between tunnel and shafts/boxes. The report is subject to review by the City. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$150,000 for this task.

*The following tasks are **optional**. Work on these tasks shall not be initiated without prior authorization from the SFPUC, and amendment of the contract as applicable. Note that the “not-to-exceed” amount for the Agreement does not include funds for these optional services.*

TASK 12. BID PHASE SERVICES – OPTIONAL

12.1. Contractor shall provide engineering support services during the bidding period, including: attending and making a presentation at a pre-bid conference, responding to questions as directed by the SFPUC Project Engineer, taking notes on questions that may arise, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting SFPUC in the analysis and evaluation of bids, and reviewing product substitutions.

Deliverables:

- Written responses to bidder inquiries.
- Addenda to contract drawings and specifications. Provide written addenda and related drawing revisions. Written addenda shall be in Microsoft .docx format, and drawing revisions shall be in Adobe .pdf format, AutoDesk .dwg format, and signed and stamped paper copy. Transmission of electronic files shall be by SharePoint or other method acceptable to SFPUC, and no information shall be transmitted to bidders without SFPUC consent.

Bid Phase Services may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

TASK 13. PROVIDE ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION – OPTIONAL

13.1. Contractor shall provide engineering support to SFPUC during construction phase. This includes but is not limited to the following:

- Review and provide written responses to shop drawings, submittals, RFI's, change orders and substitution requests from the Contractor through the City.
- Assist Construction Management staff in responding to or negotiating claims and change orders.
- Review and assist Construction Management staff to enforce Contractor's environmental work plan/submittal to ensure intended mitigations are in place.
- Review and assist Construction Management staff to enforce tunneling and temporary shoring work plan submittal to ensure intended mitigations are in place.
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and SFPUC offices (as needed).

- Identify construction phase items requiring presence of engineer in the field and coordinate with Project Engineer.
- Provide field engineering support to Construction Management during construction.
- As-needed redesign or new designs.
- Engineering Support Services during Construction may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

TASK 14. COMMUNITY BENEFITS

14.1 Terms and Conditions

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

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

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

14.2 Project Team

Stephen Robinson shall serve as the Executive in Charge to manage the Contractor's CB Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the CB Commitments listed in the Community Benefits Summary Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Community Benefits Coordinator, Kush Chohan, to organize, plan, track, measure, and report on Contractor's CB Commitments. The Executive in

Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

14.3 Community Benefits Commitments

Contractor shall provide \$77,000 in direct financial contributions, \$30,000 in volunteer hours, and \$3,000 in in-kind contributions. Contractor commits to a minimum contribution of \$110,000 over the term of this Agreement as stated in the Community Benefits Summary Table on the next page.

Community Benefits Summary Table

Community Benefit Priority Area (choose from above)	Description of Community Benefit Program Area or Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	(B) Volunteer Hours	(C) Volunteer Hourly Rate (rate is standardized and cannot be changed)	(D) Total Value of Volunteer Hours (B x C)	(E) In-Kind Contributions	(F) Total Contributions (A + D + E)
Education	Environmental Education Partnership with John O'Connell High School	Provide scholarships to JOCHS teachers to support the development of environmental education modules that are context-rich, digestible and tied to educational standards for students at JOCHS	Duration of the contract (18 month contract, 2019 - 2020, with a possible extension up to 2027)	\$50,000	100	\$150	\$15,000	\$1,000	\$66,000
Education	STEM Career Awareness and Wrap-Around Services in San Francisco with a focus at JOCHS in the field of water/wastewater	Support broader STEM career awareness and wrap-around services for students at JOCHS	Duration of the contract (18 month contract, 2019 - 2020, with a possible extension up to 2027)	\$20,000	50	\$150	\$7,500	\$1,000	\$28,500
Innovations in Corporate Social Responsibility	TBD for flexibility (Various communities)	TBD for flexibility	One innovation per year for the duration of the contract (18 month contract, 2019 - 2020)	\$7,000	50	\$150	\$7,500	\$1,000	\$15,500
TOTAL				\$77,000	200		\$30,000	\$3,000	\$110,000

14.4 Accountability and Deliverables

Contractor shall provide a description of the accountability methods to ensure that the proposed CB activities will be delivered in a transparent and accountable manner. To maximize transparency and accountability, a process must be proposed that will assist in independently verifying that such funds and resources were delivered to the intended beneficiaries.

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

a) Community Benefits Plan and Timeline

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

b) Community Benefits Commitments and Reporting

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

14.5 Statements of Understanding

Contractor acknowledges that they agree with the following statements:

- All instructions for the CB Submittal have been followed.

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

Contractor shall provide all of the CB Commitments, consistent with all of the terms of Contractor's Community Benefits Proposal dated May 4, 2018, which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

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

II. 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.

III. Department Liaison. In performing the Services provided for in this Agreement, Contractor's liaison with the SFPUC will be **Paul Louie (SFPUC Project Engineer)**.

IV. Purchase Orders. Performance of the service under this Agreement will be executed according to a purchase order process, and Contractor is required to provide adequate quality control processes and deliverables in conformance with the technical requirements of the purchase order. The SFPUC Project Engineer will initially identify tasks and request the contractor to propose a project scope, sub tasks, staffing plan, LBE utilization, schedule, deliverables, budget and costs to complete the task in accordance with Appendix B. All costs associated with the development of the scope of work for each purchase order shall be borne by Contractor. A final purchase order will be negotiated between the SFPUC Project Engineer and

the Contractor and then submitted to the SFPUC Bureau Manager for approval. However, as provided in the RFP, the budget, if applicable, identified for tasks is an estimate, and the City reserves the right to modify the applicable budget allocated to any task as more specific information concerning the purchase order scope becomes available.

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

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

VI. 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.

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

Appendix B Calculation of Charges

As part of Contractor's proposal dated May 4, 2018, Contractor submitted proposed billing rates, attached hereto as Appendix B-1, Fee Schedule, for the requested tasks identified in Appendix A, Scope of Services which are incorporated herein by this reference.

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

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

1. Billing Rates. Contractor's billing rates and each and every staff classification as stated in Appendix C will be the billing rates for the listed individuals. The billing rate may not exceed the lowest rate charged to any other governmental entity except the City and County of San Francisco. Billing rates will be fixed for the first two years of the contract, and may be adjusted annually thereafter. The first adjustment may be made no earlier than the second anniversary of the effective start date as indicated in the original Notice of Contract Award letter. The amount of the adjustment is limited to a maximum of the CPI annual percentage change increase (San Francisco Bay Area for Urban Wage Earners and Clerical Workers) for the previous calendar year. No increase, including the annual CPI adjustment, is allowed to billing rates exceeding **\$250 per hour**, unless Project Engineer and Bureau Manager authorize an increase to the rate in writing.

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

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

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

3. Effective Overhead and Profit Rate. The Effective Overhead and Profit Rate (EOPR) for **PRO.0101** is **2.796**. The EOPR or Individual Firm Overhead and Profit Rate will apply to the billing rate of all individuals not listed in Appendix C. The EOPR will also apply to all

amendments to the Agreement. If a new subcontractor is added during the duration of the Agreement, the new individual firm multiplier can be no more than the EOPR.

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

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

- Task-specific out-of-town travel as requested by SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine and will be granted only with prior written approval by SFPUC contract manager and documentation of the written approval by the SFPUC must be included with the invoice.
- Out-of-town travel for project-related business trips, including, but not limited to:
 - Rental vehicle: traveler must select the most economical type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log and expense report with its monthly invoices.
 - Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.
- 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);
- Task related permit fees;
- Task-specific safety equipment; and
- Expedited courier services when requested by SFPUC staff.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from selected Contractor's home office to SFPUC facilities not requested by SFPUC;
- Routine or non-routine travel from Contractor's home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Entertainment expenses;
- Cell phones;
- Home office expenses;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5. Subcontractor make-up and documentation. Second-tier and pass-through subcontracting is prohibited. Additional subcontractors may be added to the contractor team after obtaining pre-authorization by the SFPUC Project Engineer, Bureau/Division Manager and the Contract Monitoring Division (CMD).

6. Subcontractor Fees:

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

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

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

to use these systems. Contractor shall not charge SFPUC to send appropriate personnel to user training.

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

Invoice Supporting Documentation:

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

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

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

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

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1	Management and Coordination			MJA	0	\$50.00	\$0	3.11	\$155.50	\$0
		Lead Tunnel Engineer	Renee Fippin	MJA	156	\$77.94	\$12,159	3.11	\$242.39	\$37,813
		Lead Geotechnical Engineer	Tom Pennington	MJA	144	\$71.03	\$10,228	3.11	\$220.90	\$31,810
		Technical Panel	Glenn Boyce	MJA	8	\$95.15	\$761	3.11	\$250.00	\$2,000
		Principal in Charge	John Kaplin	MJA	20	\$111.49	\$2,230	3.11	\$250.00	\$5,000
		Lead Structural Engineer	Keith Abey	MJA	8	\$91.26	\$730	3.11	\$250.00	\$2,000
		Lead Associate	Rachel Martin	MJA	0	\$64.23	\$0	3.11	\$199.76	\$0
		Principal	Troy Page	MJA	0	\$93.36	\$0	3.11	\$250.00	\$0
		Principal	Mark Lawrence	MJA	0	\$87.35	\$0	3.11	\$250.00	\$0
		Principal	David Crouthamel	MJA	0	\$97.31	\$0	3.11	\$250.00	\$0
		Project Controls	Jody Mott	MJA	56	\$36.05	\$2,019	3.11	\$112.12	\$6,278
		Project Manager	Stephen Robinson	Stantec	1,092	\$76.34	\$83,363	3.41	\$250.00	\$273,000
		Joint Venture	David Harrison	Stantec	20	\$129.22	\$2,584	3.41	\$250.00	\$5,000
		Environmental Engineer	Dominic La Marche	Stantec	156	\$35.45	\$5,530	3.41	\$120.88	\$18,857
		Lead Hydraulic Modeler	Justin Bartels	Stantec	20	\$57.04	\$1,141	3.41	\$194.51	\$3,890
		Assistant Project Manager	Nancy Barnes	Stantec	624	\$74.52	\$46,501	3.41	\$250.00	\$156,000
		Project Controls Specialist	Jeremiah Joanino	Stantec	92	\$43.00	\$3,956	3.41	\$146.63	\$13,490
TASK 1 TOTAL					2,396	-	\$171,202	-	-	\$555,140
2	Quality Assurance/Quality Control			MJA	0	\$90.00	\$0	3.11	\$250.00	\$0
		Technical Panel	Glenn Boyce	MJA	120	\$95.15	\$11,418	3.11	\$250.00	\$30,000
		Principal in Charge	John Kaplin	MJA	120	\$111.49	\$13,379	3.11	\$250.00	\$30,000
		Senior Project Engineer	Jennifer Sketchley	MJA	160	\$48.41	\$7,746	3.11	\$150.56	\$24,089
		Civil Engineer, Hydraulics	James Lindell	Stantec	120	\$109.82	\$13,178	3.41	\$250.00	\$30,000
		Reviewer, Tunnels	Greg Raines	Stantec	120	\$106.78	\$12,814	3.41	\$250.00	\$30,000
		Quality Coordinator	Michael Bruen	Stantec	120	\$87.02	\$10,442	3.41	\$250.00	\$30,000
		SSI Analysis	John Bray	John Bray	0	\$250.00	\$0	1.00	\$250.00	\$0
		Cal OSHA Safety	John Leahy	John Leahy	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
		Ground Improvement	David J. Hartwell	David J. Hartwell	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
		TBM Specialist	Larry Snyder	Larry Snyder	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000
TASK 2 TOTAL					1,120	-	\$158,977	-	-	\$264,089

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
3	Review Background Information	Lead Tunnel Engineer	Renee Fippin	MJA	40	\$90.00	\$0	3.11	\$250.00	\$0
		Lead Geotechnical Engineer	Tom Pennington	MJA	40	\$77.94	\$3,118	3.11	\$242.39	\$9,696
		Technical Panel	Glenn Boyce	MJA	0	\$95.15	\$0	3.11	\$250.00	\$0
		Principal in Charge	John Kaplin	MJA	0	\$111.49	\$0	3.11	\$250.00	\$0
		Lead Structural Engineer	Keith Abey	MJA	40	\$91.26	\$3,650	3.11	\$250.00	\$10,000
		Lead Associate	Rachel Martin	MJA	0	\$64.23	\$0	3.11	\$199.76	\$0
		Principal	Mark Lawrence	MJA	40	\$87.35	\$3,494	3.11	\$250.00	\$10,000
		Senior Project Engineer	Jennifer Sketchley	MJA	40	\$48.41	\$1,936	3.11	\$150.56	\$6,022
		Senior Geotechnical Engineer	Anil Dean	Stantec	40	\$96.46	\$3,858	3.41	\$250.00	\$10,000
		Project Manager	Stephen Robinson	Stantec	40	\$76.34	\$3,054	3.41	\$250.00	\$10,000
		Civil Engineer	Dan Breg	Stantec	40	\$78.58	\$3,143	3.41	\$250.00	\$10,000
		Lead Hydraulic Modeler	Justin Bartels	Stantec	40	\$57.04	\$2,282	3.41	\$194.51	\$7,780
		Environmental Engineer	Dominic La Marche	Stantec	40	\$35.45	\$1,418	3.41	\$120.88	\$4,835
		Senior Geotechnical Engineer	Marlene Wong	Stantec	40	\$58.01	\$2,320	3.41	\$197.82	\$7,913
		Lead Environmental Engineer	Ken Leung	AEW	40	\$52.00	\$2,080	2.80	\$145.60	\$5,824
		Civil Engineer	Michael Thomas	MST	20	\$110.00	\$2,200	1.90	\$209.00	\$4,180
TASK 3 TOTAL					500	-	\$35,395	-	-	\$105,087
4	Develop Supplemental Information	Lead Tunnel Engineer	Renee Fippin	MJA	20	\$77.94	\$1,559	3.11	\$242.39	\$4,848
		Senior Project Engineer	Jennifer Sketchley	MJA	100	\$48.41	\$4,841	3.11	\$150.56	\$15,056
		Project Manager	Stephen Robinson	Stantec	100	\$76.34	\$7,634	3.41	\$250.00	\$25,000
		Civil Engineer	Dan Breg	Stantec	200	\$78.58	\$15,716	3.41	\$250.00	\$50,000
		Civil Engineer/Utilities	Michael Thomas	MST	40	\$110.00	\$4,400	1.90	\$209.00	\$8,360
		Civil Engineer/Utilities	Rene Ochoa	MST	60	\$45.00	\$2,700	1.90	\$85.50	\$5,130
		TASK 4 TOTAL					520	-	\$36,850	-

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]	
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	
				MJA			\$0	3.11	\$0.00	\$0	
		Lead Geotechnical Engineer	Tom Pennington	MJA	800	\$71.03	\$56,824	3.11	\$220.90	\$176,723	
		Technical Panel	Glenn Boyce	MJA	200	\$95.15	\$19,030	3.11	\$250.00	\$50,000	
		Principal in Charge	John Kaplin	MJA	100	\$111.49	\$11,149	3.11	\$250.00	\$25,000	
		Lead Structural Engineer	Keith Abey	MJA	0	\$91.26	\$0	3.11	\$250.00	\$0	
		Lead Associate	Rachel Martin	MJA	40	\$64.23	\$2,569	3.11	\$199.76	\$7,990	
		Principal	David Crouthamel	MJA	200	\$97.31	\$19,462	3.11	\$250.00	\$50,000	
		Senior Associate	Yiming Sun	MJA	300	\$81.14	\$24,342	3.11	\$250.00	\$75,000	
		Lead Associate	Shawn Spreng	MJA	0	\$62.64	\$0	3.11	\$194.81	\$0	
		Project Engineer	Amir Beyabanaki	MJA	120	\$39.12	\$4,694	3.11	\$121.66	\$14,600	
		Project Engineer	Cole Bales	MJA	240	\$44.32	\$10,637	3.11	\$137.84	\$33,080	
		Senior Associate	Wolfe Lang	MJA	0	\$67.76	\$0	3.11	\$210.73	\$0	
		Project Manager	Stephen Robinson	Stantec	40	\$76.34	\$3,054	3.41	\$250.00	\$10,000	
		Senior Geotechnical Engineer	Anil Dean	Stantec	100	\$96.46	\$9,646	3.41	\$250.00	\$25,000	
		Senior Geotechnical Engineer	Marlene Wong	Stantec	200	\$58.01	\$11,602	3.41	\$197.82	\$39,564	
		Geotechnical Engineer	Jon Pearson	Stantec	75	\$38.86	\$2,915	3.41	\$132.51	\$9,938	
		Civil Engineer	Dominic La Marche	Stantec	20	\$35.45	\$709	3.41	\$120.88	\$2,418	
		Senior Associate, Civil Engineer	Christine Weber	Stantec	400	\$54.92	\$21,968	3.41	\$187.28	\$74,912	
		Geotechnical Engineer	Vikram Kulkarni	Stantec	300	\$58.01	\$17,403	3.41	\$197.82	\$59,346	
		Associate, Civil Engineer	Winnie Kim	Stantec	300	\$48.13	\$14,438	3.41	\$164.12	\$49,235	
		Structural Engineer	Mohammadreza Mostafa	Stantec	300	\$65.66	\$19,698	3.41	\$223.90	\$67,171	
5	Seismic, Geotechnical & Hazardous Materials Investigation and Site Characterization	Senior Principal Geotechnical Engineer	Bahram Khamenehpour	AGS	60	\$90.00	\$5,400	2.80	\$250.00	\$15,000	
		Principal Geotechnical Engineer	Kamran Ghiassi	AGS	60	\$74.75	\$4,485	2.80	\$209.30	\$12,558	
		Principal Geotechnical Engineer	Keyvan Fotoohi	AGS	8	\$65.50	\$524	2.80	\$183.40	\$1,467	
		Principal Geologist	Rick Harlen	AGS	100	\$72.00	\$7,200	2.80	\$201.60	\$20,160	
		Senior Environmental Engineer	Sami Malaeb	AGS	40	\$68.00	\$2,720	2.80	\$190.40	\$7,616	
		Senior Geotechnical Engineer	Michelle Shriro	AGS	8	\$65.00	\$520	2.80	\$182.00	\$1,456	
		Project Geotechnical Engineer	Anthony Argyriou	AGS	40	\$47.00	\$1,880	2.80	\$131.60	\$5,264	
		Senior Geotechnical Engineer	Sleve Tsang	AGS	20	\$58.30	\$1,166	2.80	\$163.24	\$3,265	
		Senior Staff Geologist	Joseph Farrow	AGS	258	\$41.20	\$10,630	2.80	\$115.36	\$29,763	
		Staff Engineer	Jana Pearson	AGS	260	\$39.00	\$10,140	2.80	\$109.20	\$28,392	
		Lead Environmental Engineer	Kenneth Leung	AEW	46	\$88.00	\$4,048	2.80	\$246.40	\$11,334	
		Senior Geologist	Randall Young	AEW	455	\$56.28	\$25,607	2.80	\$157.58	\$71,701	
		Project Geologist/Scientist	Ryder Musselman	AEW	284	\$40.72	\$11,564	2.80	\$114.02	\$32,381	
		Field Technician/Project Assistant	Anh Tran	AEW	74	\$25.75	\$1,906	2.80	\$72.10	\$5,335	
		Project Administrator/Project Assistant	Alexis Anselmo	AEW	22	\$31.87	\$701	2.80	\$89.24	\$1,963	
		SSI Analysis	John Bray	John Bray	120	\$250.00	\$30,000	1.00	\$250.00	\$30,000	
		SSI Analysis	Alex Krimotat	SC Solutions	12	\$99.31	\$1,192	2.80	\$250.00	\$3,000	
		SSI Analysis	Phoebe Cheng	SC Solutions	23	\$73.42	\$1,689	2.80	\$205.58	\$4,728	
		SSI Analysis	Payman Tehrani	SC Solutions	29	\$73.62	\$2,135	2.80	\$206.13	\$5,978	
		SSI Technical Advisor	Hassan Sedarat	SC Solutions	8	\$79.37	\$635	2.80	\$222.25	\$1,778	
		Senior Engineer	Iman Talebinejad	SC Solutions	46	\$56.88	\$2,617	2.80	\$159.27	\$7,327	
		Engineer	Michael Perez	SC Solutions	116	\$46.41	\$5,383	2.80	\$129.95	\$15,074	
		Engineer	Shiva Esna Ashari	SC Solutions	46	\$49.76	\$2,289	2.80	\$139.34	\$6,409	
		Geotechnical Engineer	Hoss Hayati	SC Solutions	5	\$52.75	\$264	2.80	\$147.71	\$739	
TASK 5 TOTAL					5,875	-	\$384,836	-	-	\$1,092,664	

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
6	Permits and Agreements	Lead Tunnel Engineer	Renee Fippin	MJA	0	\$77.94	\$0	3.11	\$242.39	\$0
		Lead Geotechnical Engineer	Tom Pennington	MJA	0	\$71.03	\$0	3.11	\$220.90	\$0
		Technical Panel	Glenn Boyce	MJA	40	\$95.15	\$3,806	3.11	\$250.00	\$10,000
		Senior Project Engineer	Jennifer Sketchley	MJA	100	\$48.41	\$4,841	3.11	\$150.56	\$15,056
		Project Manager	Stephen Robinson	Stantec	60	\$76.34	\$4,580	3.41	\$250.00	\$15,000
		Permitting	Jaff Auchterlonie	Stantec	100	\$77.00	\$7,700	3.41	\$250.00	\$25,000
		Permitting	Brice Hendricks	Stantec	100	\$50.43	\$5,043	3.41	\$171.97	\$17,197
		Permitting	Trevor Maceniski	Stantec	140	\$89.31	\$12,503	3.41	\$250.00	\$35,000
TASK 6 TOTAL					540	-	\$38,474	-	-	\$117,252
7	Advanced Hydraulic Numerical Modeling	Lead Tunnel Engineer	Renee Fippin	MJA	0	\$77.94	\$0	3.11	\$242.39	\$0
		Project Manager	Stephen Robinson	Stantec	80	\$76.34	\$6,107	3.41	\$250.00	\$20,000
		Civil Engineer, Hydraulics	Wade Moore	Stantec	80	\$68.54	\$5,483	3.41	\$233.72	\$18,698
		Lead Hydraulic Modeler	Justin Bartels	Stantec	500	\$57.04	\$28,521	3.41	\$194.51	\$97,256
		Hydraulic Modeler	Nicholas Stepina	Stantec	80	\$38.00	\$3,040	3.41	\$129.58	\$10,366
		Environmental Engineer	Dominic La Marche	Stantec	100	\$35.45	\$3,545	3.41	\$120.88	\$12,088
TASK 7 TOTAL					840	-	\$46,696	-	-	\$158,408

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Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
8	Tunnel Engineering Design & Design Support to City Staff	Lead Tunnel Engineer	Renee Fippin	MJA	1,400	\$77.94	\$109,116	3.11	\$242.39	\$339,351
		Lead Geotechnical Engineer	Tom Pennington	MJA	0	\$71.03	\$0	3.11	\$220.90	\$0
		Technical Panel	Glenn Boyce	MJA	600	\$95.15	\$57,090	3.11	\$250.00	\$150,000
		Principal in Charge	John Kaplin	MJA	550	\$111.49	\$61,320	3.11	\$250.00	\$137,500
		Lead Structural Engineer	Keith Abey	MJA	550	\$91.26	\$50,193	3.11	\$250.00	\$137,500
		Constructability	Sarah Wilson	MJA	100	\$89.98	\$8,998	3.11	\$250.00	\$25,000
		Constructability	Brian Fulcher	MJA	150	\$102.98	\$15,447	3.11	\$250.00	\$37,500
		Lead Associate	Rachel Martin	MJA	100	\$64.23	\$6,423	3.11	\$199.76	\$19,976
		Principal	Troy Page	MJA	450	\$93.36	\$42,012	3.11	\$250.00	\$112,500
		Principal	Mark Lawrence	MJA	550	\$87.35	\$48,043	3.11	\$250.00	\$137,500
		Principal	David Crouthamel	MJA	550	\$97.31	\$53,521	3.11	\$250.00	\$137,500
		Senior Project Engineer	Kushwant Chohan	MJA	500	\$49.26	\$24,630	3.11	\$153.20	\$76,599
		Senior Project Engineer	Jennifer Sketchley	MJA	500	\$48.41	\$24,205	3.11	\$150.56	\$75,278
		Senior Associate	Yiming Sun	MJA	340	\$81.14	\$27,588	3.11	\$250.00	\$85,000
		Senior Associate	Norman Joyal	MJA	500	\$77.39	\$38,695	3.11	\$240.68	\$120,341
		Lead Associate	Shawn Spreng	MJA	0	\$62.64	\$0	3.11	\$194.81	\$0
		Project Engineer	Amir Beyabanaki	MJA	80	\$39.12	\$3,130	3.11	\$121.66	\$9,733
		Senior Staff Engineer	Alberto Hermoso-Diaz	MJA	450	\$39.94	\$17,973	3.11	\$124.21	\$55,896
		Project Engineer	Roozbeh Mikola	MJA	0	\$50.95	\$0	3.11	\$158.45	\$0
		Project Engineer	Cole Bales	MJA	450	\$44.32	\$19,944	3.11	\$137.84	\$62,026
		Senior Engineer	Eva Fernandez	MJA	450	\$42.45	\$19,103	3.11	\$132.02	\$59,409
		Senior Staff Engineer	Justin Reeves	MJA	0	\$37.45	\$0	3.11	\$116.47	\$0
		Project Engineer	Timothy Shu	MJA	0	\$39.36	\$0	3.11	\$122.41	\$0
		CADD	Eileen Balingasa	MJA	1,000	\$39.76	\$39,760	3.11	\$123.65	\$123,654
		Project Manager	Stephen Robinson	Stantec	60	\$76.34	\$4,580	3.41	\$250.00	\$15,000
		Civil Engineer	Dan Breg	Stantec	100	\$78.58	\$7,858	3.41	\$250.00	\$25,000
		Tunnel and Trenchless Engineer	Nick Goodenow	Stantec	200	\$58.01	\$11,602	3.41	\$197.82	\$39,564
		Senior Geotechnical Engineer	Anil Dean	Stantec	0	\$96.46	\$0	3.41	\$250.00	\$0
		Structural Engineer	Lloyd Soohoo	Stantec	340	\$73.55	\$25,007	3.41	\$250.00	\$85,000
		Structural Engineer	Craig Wilcox	Stantec	215	\$118.27	\$25,396	3.41	\$250.00	\$53,683
Environmental Engineer	Dominic La Marche	Stantec	200	\$35.45	\$7,090	3.41	\$120.88	\$24,176		
Associate, BIM Designer	Michael Skinner	Stantec	20	\$62.54	\$1,251	3.41	\$213.26	\$4,265		
BIM Designer	Oscar Valdez	Stantec	40	\$43.99	\$1,760	3.41	\$150.00	\$6,000		
Associate, BIM Designer	Tri Nguyen	Stantec	700	\$54.00	\$37,800	3.41	\$184.14	\$128,898		
TASK 8 TOTAL					11,145	-	\$789,533	-	-	\$2,283,848
9	Technology Transfer/Cross Training	Lead Tunnel Engineer	Renee Fippin	MJA	24	\$77.94	\$1,871	3.11	\$242.39	\$5,817
		Technical Panel	Glenn Boyce	MJA	24	\$95.15	\$2,284	3.11	\$250.00	\$6,000
		Project Manager	Stephen Robinson	Stantec	25	\$76.34	\$1,888	3.41	\$250.00	\$6,183
		Assistant Project Manager	Nancy Barnes	Stantec	24	\$74.52	\$1,788	3.41	\$250.00	\$6,000
		Reviewer, Tunnels	Greg Raines	Stantec	24	\$106.78	\$2,563	3.41	\$250.00	\$6,000
TASK 9 TOTAL					121	-	\$10,393	-	-	\$30,000
10	Communication and Public Outreach	Lead Tunnel Engineer	Renee Fippin	MJA	0	\$77.94	\$0	3.11	\$242.39	\$0
		Project Manager	Stephen Robinson	Stantec	10	\$76.34	\$763	3.41	\$250.00	\$2,500
		Assistant Project Manager	Nancy Barnes	Stantec	20	\$74.52	\$1,490	3.41	\$250.00	\$5,000
		Communications Lead	Sara Katz	Katz & Associates	115	\$100.96	\$11,639	3.00	\$250.00	\$28,821
		Communications	Emily Powell	Katz & Associates	180	\$48.08	\$8,654	3.00	\$144.24	\$25,963
Communications	Elizabeth Cox	Katz & Associates	180	\$31.25	\$5,625	3.00	\$93.75	\$16,875		

Appendix B-1
Fee Schedule

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

Task	Task Summary	Staff Classification/Role	Name of Proposed Staff Person	Firm	Estimated Number of Hours	Base Hourly Rate (\$/hour)	Base Labor Cost (\$) = [F]*[G]	Firm Overhead and Profit Rate (OPR, or "Multiplier") - one per firm	Billing Rate (\$/hour) = [G]*[I]	Actual Labor Cost (\$) = [F]*[J]
[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
		Communications	Nic Townes	Katz & Associates	72	\$40.87	\$2,943	3.00	\$122.61	\$8,828
		Communications	Matthew Bennett	Katz & Associates	40	\$38.46	\$1,538	3.00	\$115.38	\$4,615
		Communications	Kristen Webb	Katz & Associates	90	\$27.40	\$2,466	3.00	\$82.20	\$7,398
		TASK 10 TOTAL			707	-	\$35,119	-	-	\$100,000
11	SSI Analyses for the Remainder of the Project	Senior Associate	Yiming Sun	MJA	30	\$81.14	\$2,434	3.11	\$250.00	\$7,500
		Senior Associate	Wolfe Lang	MJA	30	\$67.76	\$2,033	3.11	\$210.73	\$6,322
		Project Manager	Stephen Robinson	Stantec	30	\$76.34	\$2,290	3.41	\$250.00	\$7,500
		Senior Geotechnical Engineer	Anil Dean	Stantec	30	\$96.46	\$2,894	3.41	\$250.00	\$7,500
		Senior Geotechnical Engineer	Marlene Wong	Stantec	30	\$58.01	\$1,740	3.41	\$197.82	\$5,935
		Senior Associate, Civil Engineer	Christine Weber	Stantec	30	\$54.92	\$1,648	3.41	\$187.28	\$5,618
		Geotechnical Engineer	Vikram Kulkarni	Stantec	100	\$58.01	\$5,801	3.41	\$197.82	\$19,782
		Associate, Civil Engineer	Wonnie Kim	Stantec	30	\$48.13	\$1,444	3.41	\$164.12	\$4,924
		Structural Engineer	Mohammadreza Mostafa	Stantec	50	\$65.66	\$3,283	3.41	\$223.90	\$11,195
		SSI Analysis	John Bray	John Bray	112	\$250.00	\$28,000	1.00	\$250.00	\$28,000
		SSI Analysis	Alex Krimotat	SC Solutions	9	\$99.31	\$911	2.80	\$250.00	\$2,293
		SSI Analysis	Phoebe Cheng	SC Solutions	24	\$73.42	\$1,762	2.80	\$205.58	\$4,934
		SSI Analysis	Payman Tehrani	SC Solutions	30	\$73.62	\$2,209	2.80	\$206.13	\$6,184
		SSI Technical Advisor	Hassan Sedarat	SC Solutions	8	\$79.37	\$635	2.80	\$222.25	\$1,778
		Senior Engineer	Iman Talebinejad	SC Solutions	48	\$56.88	\$2,730	2.80	\$159.27	\$7,645
		Engineer	Michael Perez	SC Solutions	119	\$46.41	\$5,523	2.80	\$129.95	\$15,464
	Engineer	Shiva Esna Ashari	SC Solutions	48	\$49.76	\$2,389	2.80	\$139.34	\$6,688	
	Geotechnical Engineer	Hoss Hayati	SC Solutions	5	\$52.75	\$264	2.80	\$147.71	\$739	
		TASK 11 TOTAL			763	-	\$67,989	-	-	\$150,000
		PROJECT TOTAL			24,527	-	1,775,463	-	-	4,964,880

PUC.PRO.0101 TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

Overhead and Profit Schedule Submitted by MJA | Stantec JV

OVERHEAD AND PROFIT SCHEDULE

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

	Description	Cost	Firm
1	Travel expenses outside Bay Area	\$5,000	MJA and Stantec
2	Reprographics and shipping	\$5,000	Stantec
3	Geotech site investigation	\$450,000	Stantec
4	Laboratory tests (geotechnical)	\$50,000	AGS
5	Laboratory tests (environmental)	\$140,000	AEW
6	Permits (geotechnical)	\$20,000	AGS
7	Permits (other)	\$5,000	Stantec
8	Potholing and utility investigation	\$20,000	Stantec
9	Phase I ESA Database Search and Field sampling ODCs	\$10,000	AEW
10			
	TOTAL OTHER DIRECT COSTS	\$705,000	

Effective Overhead and Profit Rate (EOPR, or Effective Project Multiplier) **2.796**

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

Maximum Allowable Effective Project Multiplier = 3.20

TOTAL PROJECT COST BREAKDOWN

Total Actual Labor Cost: **\$4,964,880**

Total Other Direct Costs (ODCs) **\$705,000**

Markup on Subconsultant Labor Cost **\$30,120.31**

(Maximum Allowable: 5% of subconsultant labor costs)

TOTAL PROJECT COST (NOT TO EXCEED \$5,700,000) \$5,700,000

FEE SCHEDULE INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

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

Column J - Billing Rate: Provide actual billing rate for each individual by multiplying Column I (Firm Multiplier) by Column G (Base Hourly Rate). Maximum billing rate allowed is \$220/hour. Consultants will only be allowed to escalate billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area.

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

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

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

**First Amendment to the Agreement between
the City and County of San Francisco and**

McMillen Jacobs Associates/Stantec, Joint Venture

**PRO.0101 Tunnel Engineering Services for the
Folsom Area Stormwater Improvement Project**

THIS AMENDMENT (this “Amendment”) is made as of **May 11, 2020**, in San Francisco, California, by and between **McMillen Jacobs Associates/Stantec, Joint Venture** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposals (“RFP”) issued on March 26, 2018, and this modification is consistent therewith; and

WHEREAS, the City’s San Francisco Public Utilities Commission awarded this Agreement to Contractor under Resolution No. 18-0154 on September 25, 2018;

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

Agreement. The term “Agreement” shall mean the Agreement dated October 17, 2018 between Contractor and City.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

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

2.2 **Notification of Legal Requests and Management of City Data and Confidential Information** *The following sections are hereby added and incorporated in Articles 11 and 13 of the Agreement:*

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

13. 4 **Management of City Data and Confidential Information**

13. 4.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know

basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to Contractor, subcontractors or other third-parties. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

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

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

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

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

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

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

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

2.6 **Term of the Agreement.** *Article 2 Term of the Agreement currently reads as follows:*

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on May 1, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on September 1, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Effective Date

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

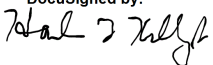
Article 4 Legal Effect

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

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

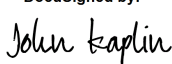
CITY

Recommended by:

DocuSigned by:

F4A5909EE639451
Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

CONTRACTOR


McMillen Jacobs Associates/Stantec, Joint Venture

DocuSigned by:

F79F7D48ECD04A8...
John Kaplin
Principal

Approved as to Form:

Supplier ID: 0000017963

Dennis J. Herrera
City Attorney

By: 
806936117B564DF...
Tyson Arbuthnot
Deputy City Attorney



December 18, 2020

Nancy Barnes
 McMillen Jacobs Associates/Stantec, Joint Venture
 49 Stevenson 3rd Floor
 San Francisco, CA 94105
 Email: nancy.barnes@stantec.com

RE: 1) Notice of Contract Amendment Certification
 2) Executed Amendment #2 between the City and County of San Francisco Public Utilities Commission and McMillen Jacobs Associates-Stantec,JV.

Dear Ms. Barnes,

This letter provides a *Notice of Contract Amendment Certification* for the following contracted work:

Contract ID Number: PRO.0101 (1000013221)
Contract Title: Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project
Effective Date: January 23, 2019 to October 31, 2021
Amount: Total value of contract not to exceed \$9,700,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel
 Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
 cc: Paul Louie

File/ PRO.0101 Amendment #2 - NCAC

London N. Breed
 Mayor
Sophie Maxwell
 President
Anson Moran
 Vice President
Tim Paulson
 Commissioner
Ed Harrington
 Commissioner
Michael Carlin
 Acting
 General Manager



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

**Second Amendment
Between the City and County of San Francisco and
McMillen Jacobs Associates, Stantec, Joint Venture**

THIS AMENDMENT (this “Amendment”) is made as of **September 1, 2020**, in San Francisco, California, by and between **McMillen Jacobs Associates/Stantec, Joint Venture** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

WHEREAS, the term of the Agreement (as defined below) expired as of September 1, 2020; and

WHEREAS, City and Contractor, each by their conduct, continued their contractual relationship consistent with the original Agreement, despite the passing of the expiration date;
and

WHEREAS, City and Contractor desire to memorialize their continued contractual relationship by entering into this Second Amendment extending the same terms and conditions as the original Agreement; and

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 6.40 through a Request for Proposals (“RFP”) issued on March 26, 2018 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49868-17/18 on September 21, 2020;

WHEREAS, the City’s San Francisco Public Utilities Commission (“SFPUC”) approved this Amendment by Resolution No20-0188 on August 25, 2020

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated October 17, 2018 between Contractor and City, as amended by the First amendment dated May 11, 2020, and

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 *Article 2 Term of the Agreement currently reads as follows:*

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on September 1, 2020, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on October 31, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

2.2 *Section 3.3 Compensation of the Agreement currently reads as follows:*

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges. 1' Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Seven Hundred Thousand Dollars (\$5,700,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to

both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

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

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the General Manager of the SFPUC, in his or her sole discretion, concludes Contractor has been satisfactorily performed. Payments shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Thousand Dollars (\$9,700,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall the City be liable for interest or late charges for any late payments except as permitted under Administrative Code Section 6.22(j).

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall take effect on the date that both parties have executed be effective on and after the date of this Amendment.

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:
Michael Carlin
360EAE264D5E47C...
Michael Carlin
Acting General Manager
San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Randy Parent
0BC11F915778410...
Randy Parent
Deputy City Attorney

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint Venture

DocuSigned by:
Victor Romero
82A8B280BA0B4B8...
Victor Romero
President-Underground Division
McMillen Jacobs Associates

DocuSigned by:
Kari Shively
93271B8C6D64466...
Kari Shively
Vice President, Regional Business Leader
Stantec

City Supplier number: 0000037192



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Infrastructure Division
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

October 15, 2021

Nancy Barnes
McMillen Jacobs Associates/Stantec, Joint Venture
49 Stevenson 3rd Floor
San Francisco, CA 94105
Email: nancy.barnes@stantec.com

RE: 1) Notice of Contract Amendment Certification
2) Executed Amendment #3 between the City and County of San Francisco Public Utilities Commission and McMillen Jacobs Associates-Stantec, JV.

Dear Ms. Barnes,

This letter provides a *Notice of Contract Amendment Certification* for the following contracted work:

Contract ID Number: PRO.0101 (1000013221)
Contract Title: Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project
Effective Date: January 23, 2019 to May 31, 2023
Amount: Total value of contract not to exceed \$9,700,000.00

Work may not be charged against the Contract ID Number. Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Sincerely,

Rosiana Angel
Infrastructure Budget and Payment Processing

Enclosure: Executed Agreement
cc: Paul Y Louie

File/ PRO.0101 Amendment #3 - NCAC

London N. Breed
Mayor

Anson Moran
President

Newsha Ajami
Vice President

Sophie Maxwell
Commissioner

Tim Paulson
Commissioner

Ed Harrington
Commissioner

Michael Carlin
Acting
General Manager

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.



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

**PRO-0101 Tunnel Engineering Services for the Folsom Stormwater Project
Third Amendment
Between the City and County of San Francisco and
McMillen Jacobs Associates, Stantec, Joint Venture**

THIS AMENDMENT (this “Amendment”) is made as of **September 22, 2021**, in San Francisco, California, by and between McMillen Jacobs Associates, Stantec, Joint Venture (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to duration of the agreement; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code 6.40 through a Request for Proposals (“RFP”) issued on March 26, 2018 and this modification is consistent therewith; and

WHEREAS, the City’s San Francisco Public Utilities Commission (“SFPUC”) approved this Amendment by Resolution No. 21-0129 on August 10, 2021; NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated October 17, 2018 between Contractor and City, as amended by the:

First Amendment, dated May 11, 2020, and
Second Amendment, dated September 1, 2020.

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

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

Article 2 Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on October 31, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on May 31, 2023, unless earlier terminated as otherwise provided herein.

2.2 The City only may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion consistent with City requirements, and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

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

immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

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

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

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

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

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

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

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

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

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

2.8 Management of City Data and Confidential Information. *The following sections are hereby added and incorporated in Article 13 of the Agreement:*

13.4 Management of City Data and Confidential Information.

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

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

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:
Michael Carlin
300EAE204D5E47C...
Michael Carlin
Acting General Manager
San Francisco Public Utilities Commission

Approved as to Form:

Dennis J. Herrera
City Attorney

By: *Randy Parent*
0BC11E915778410...
Randy Parent
Deputy City Attorney

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint
Venture

DocuSigned by:
Victor Romero
82A8B289BA0B4B8...
Victor Romero
President-Underground Division
McMillen Jacobs Associates

DocuSigned by:
Kari Shively
93271BBC6D64466...
Kari Shively
Vice President, Regional Business Leader
Stantec

City Supplier number: 0000037192

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

Fourth Amendment

**PRO.0101
Tunnel Engineering Services for the
Folsom Area Stormwater Improvement Project**

THIS AMENDMENT (this “Amendment”) is made as of April 11, 2023, in San Francisco, California, by and between **McMillen Jacobs Associates/Stantec, Joint Venture** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period with no change to the contract amount; and

WHEREAS, On March 26, 2018, the City competitively procured the Agreement in accordance with San Francisco Administrative Code Section 6.40 through a Request for Proposals, and this Amendment is consistent therewith; and

WHEREAS, On April 3, 2023, the SFPUC obtained approval for this Amendment from the Civil Service Commission under PSC number 49868-17/18 in the amount of \$16,700,000 for the period of nine years and 26 weeks ; and

WHEREAS, On April 11, 2023, the City’s Public Utilities Commission approved this Amendment by Resolution No. 23-0069.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated October 17, 2018 between Contractor and City, as amended by the:

First Amendment,	dated May 11, 2020;
Second Amendment,	dated September 1, 2020; and
Third Amendment,	dated September 22, 2021.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on May 31, 2023, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on the later of: (i) November 1, 2018; or (ii) the Effective Date and expire on November 30, 2023, unless earlier terminated as otherwise provided herein.

Article 3 Reserved (Updates of Standard Terms to the Agreement)

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY

CONTRACTOR

McMillen Jacobs Associates/Stantec, Joint Venture

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City Supplier Number: 0000037192

Request for Proposals:

Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project

Agreement No. PUC.PRO.0101

3/26/2018



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or “Department”), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer¹ to provide: tunnel design services for the Folsom Area Stormwater Improvement Project, including tunnel engineering (i.e., evaluations, analyses, calculations, and design reports); seismic analysis; advanced hydraulic numerical modeling (e.g. computational fluid dynamics analysis); geotechnical & hazmat reviews (i.e., studies, investigations, laboratory testing and reports); public outreach support; bid-ready plans and specifications; cost estimates; design and construction schedules; reports and references to be included in bid documents and schedules; other services and documents required for preparing a complete set of contract documents. The term Proposer shall refer to any legal entity(ies) submitting a proposal in response to this Request for Proposals (RFP).

Proposers responding to this RFP must have proven expertise and extensive experience in: tunnel engineering, micro-tunneling, and design of large-diameter water supply/wastewater tunnels within high seismic zones in urban areas.

The anticipated total amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

Agreement Amount: \$5,700,000.00

Agreement Duration: 18 Months

The Agreement amount is inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of nine (9) years (or 108 months) and may increase the contract amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule’s (OPS) billing rates provided by the selected Proposer as part of its proposal into the Agreement.

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

The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS, will be non-negotiable.

Additional information relating to the RFP may be posted on the SFBid website as needed after issuance of the RFP. Proposers should therefore consult the [SFBid website](#) regularly for these updates.

1.2 Tentative RFP Schedule

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

Advertisement of RFP	3/26/2018
Pre-Submittal Conference	4/10/2018
Site Visit.....	4/10/2018
Deadline for Proposers to Submit Questions	4/13/2018
Deadline for Proposers to Submit Proposals.....	5/4/2018
Posting of Proposer Shortlist	6/1/2018
Oral Interview	6/15/2018
Posting of Final Ranking	6/21/2018
Public Utilities Commission Authorization to Execute Agreement	7/24/2018
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	8/1/2018
Notice of Award of Agreement	8/31/2018

1.3 Pre-Submittal Conference and Site Visit

Pre-submittal conference information:

Time: 10:00 AM10:00 AM

Date: 4/10/2018

Location: 525 Golden Gate Ave. 2nd Floor

O'Shaughnessy Conference Rooms A, B & C

San Francisco, CA 94102

Attendance at the pre-submittal conference is encouraged. 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 a written addendum to this RFP.

Prime Proposer’s attendance at the pre- submittal conference is highly recommended as one of the good faith steps under the City’s Administrative Code Chapter 14B “Good Faith Outreach” requirements, if the Contract Monitoring Division (CMD) has assigned a Local Business Enterprise (LBE) participation requirement (see Section 9.1, “LBE Subconsultant Participation Requirements”).

Proposers are also encouraged to attend the site visit facilitated by SFPUC project staff.

Site visit information:

Time: 1:00pm

Date: 4/10/2018

Location: Alameda Street and Treat Avenue, San Francisco

The site visit will include the tunnel alignment along Alameda and Berry Streets. The visit will last no more than two (2) hours. Proposers shall meet SFPUC project staff at the corner of Alameda Street and Treat Avenue, or as directed during the pre-submittal conference.

If necessary, an additional site visit may be arranged.

Attendees are required to wear their own work boots, safety vests, and hard hats.

The site visit shall be limited to four (4) team members from each of the Proposers, inclusive of Subconsultants.

1.4 Requests for Information and Addenda/Change Notices

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

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. The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the [SFBid website](#).

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

1.5 Diversity in Contracting

This contacting opportunity is subject to compliance with the City’s Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. Thus, the agency strongly encourages proposals from Proposers that optimize the use of LBE, Micro-LBE, and SF Small Business Administration (SBA)-certified firms. The SFPUC also seeks to further optimize

the use of consultant teams that reflect the diversity of the City and County of San Francisco. As such, it is recommended that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels.

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

1.6 Limitations on Communications

From the date this RFP is issued until the date the competitive process of this RFP is completed either by cancelation or by final action of the San Francisco Public Utilities Commission, Proposers, subconsultants, vendors and/or their representatives or other interested parties, shall communicate with the SFPUC only as instructed in this RFP.

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

1.7 Conflicts of Interest

The selected Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest. Proposers are advised to carefully review Section 12 of this RFP before submitting a proposal.

2 Background

2.1 San Francisco Public Utilities Commission

The SFPUC is a department of the City that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations. Headquartered at 525 Golden Gate Avenue in San Francisco, the SFPUC has approximately 2,300 employees with a combined annual operating budget of approximately \$700 million.

The mission of the SFPUC is to:

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

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

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

2.2 SFPUC Policies

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

A. Sustainability Plan and Program

Developed in 2008, the Sustainability Plan provides the SFPUC with a system for planning, managing, and evaluating SFPUC-wide performance that takes into account the long-term economic, environmental, and social impacts of our business activities.

<http://sfwater.org/modules/showdocument.aspx?documentid=987>

B. Environmental Justice Policy

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

<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3568>

C. Community Benefits Policy

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

<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3570>

D. Technology Policy

On September 11, 2012, the SFPUC adopted a Technology Policy, by Resolution No. 12-0165, that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with the Commission's Budgetary and Ratepayer Assurance policies, practices, and endorsed Level of Service (LOS) goals. The key principles and criteria shall be consistent with the Triple Bottom Line framework, which includes economic, environmental, social, leadership, and transparency principles.

<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3566>

2.3 Infrastructure Division

The Infrastructure Division is responsible for delivering capital improvement programs and for providing internal personnel resources for these programs.

The Infrastructure Division, which is managed by the Assistant General Manager for Infrastructure, includes the Construction Management Bureau, the Engineering Management Bureau, the Bureau of Environmental Management, the Project Management Bureau, Program Controls, and the Projects Administration Bureau. Programs consist of the Sewer System Improvement Program (SSIP), the Water System Improvement Program, and the Hetchy Capital Improvement Projects. The Folsom Area Stormwater Improvement Project is part of the SSIP.

2.4 Folsom Area Stormwater Improvement Project

The Folsom Area Stormwater Improvement Project will construct new infrastructure to improve collection system capacity to manage stormwater for the level of service (LOS) storm, a statistically derived storm lasting three (3) hours, with a total of 1.3 inches of rainfall and a defined peak rainfall intensity.

PROJECT BACKGROUND

The City has a combined sewer system that collects and treats both sanitary sewage and stormwater runoff. The City collects and treats 100% of storm runoff in areas served by combined sewers. Generally, the City's collection system capacity is designed to accommodate the LOS storm. In certain storms, combined sanitary sewage and stormwater runoff have flooded streets in isolated areas.

The neighborhood surrounding 17th, 18th, and Folsom Streets has been historically subject to flooding during moderate to heavy storms. The area coincides with what had until the mid-1800s been Mission Creek, a navigable waterway surrounded by marshland. As the City grew, this naturally low-lying area was filled in and developed. Mission Creek is now covered by residential and commercial development and has been incorporated into the sewer system. In the last decade, multiple storms have caused flooding to properties, including two (2) separate storms in December of 2014. Although the extent of damage depends on storm magnitude and intensity, the same properties are subject to flood risk because water naturally flows toward structures within local topographic low points.

Today, the Inner Mission neighborhood from 18th to 10th Streets remains a low-lying area whose combined sewers drain a densely developed area of over 4,000 acres. The drainage area generally extends from near Cesar Chavez Street to the south, the edge of Golden Gate Park to the west, to Pacific Heights at its northern edge. The highest reaches of the drainage area, just northwest of Twin Peaks, reach some of the highest elevations in the City. The elevation drops approximately 900 feet before flattening out in the vicinity of 17th and Folsom.

During rain events, most of the flow downstream is diverted through the Division Street box sewer and may flow to the Southeast Water Pollution Control Plant (SEP), to the Bay through

the outfall at the current-day Mission Creek, and/or to the North Point Wet Weather Facility (NPF) near Pier 39.

Several topographic, hydrologic, and hydraulic factors contribute to flood challenges in the project area:

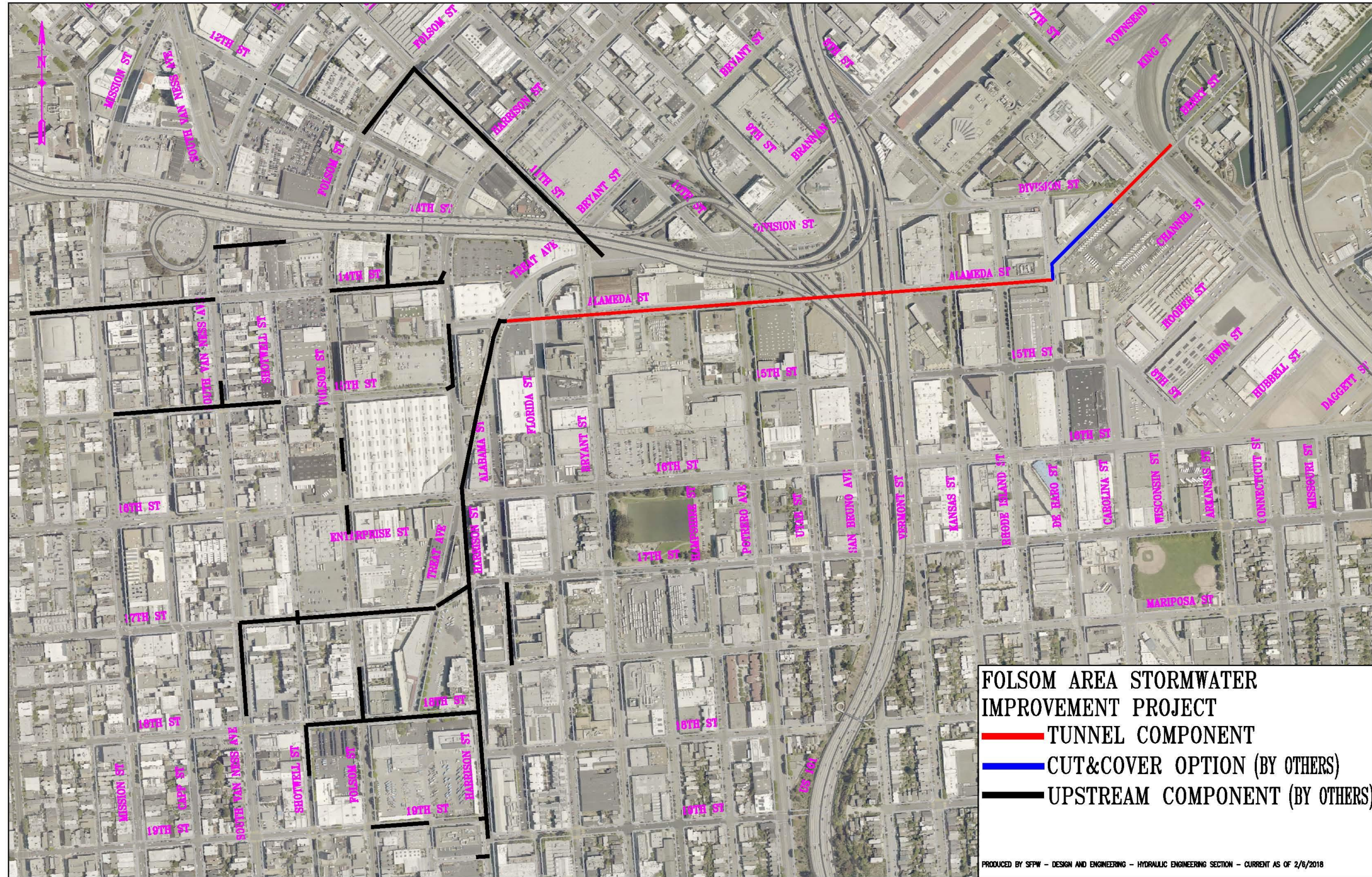
- **Local topography:** The 17th and Folsom vicinity forms a naturally low-lying area. As a result, once the collection system reaches its capacity, this neighborhood is where stormwater runoff collects when it is unable to enter the collection system.
- **Rainfall/runoff from upstream areas of the drainage basin:** The area draining to the vicinity of the 17th and Folsom area is steep and highly urbanized. Rainfall on the drainage area becomes runoff almost immediately, enters the combined sewer system, and is conveyed to points downstream, including 17th and Folsom, very quickly. The large drainage basin combined with the steep terrain can lead to significant flow in the collection system in a short period during heavy storms, including occasional short storms with high rainfall intensity.
- **Conveyance capacity:** System flows during heavy rain events can surpass the combined carrying capacity of the underground sewers and overland streets.
- **Land settlement:** Because the area is built on a historical creek and landfill, settlement and subsidence of land in this area has potentially resulted in lower property elevations.

The City has identified and analyzed various solutions to the flooding challenges in an Alternatives Analysis Report (AAR). The major elements for the selected alternative from the AAR includes the construction of an approximately 12' inside diameter mixed-face ground tunnel from near the intersection of Alameda Street and Treat Avenue and ultimately connecting to the Channel Consolidated Transport/Storage Box near the intersection of 7th Street and Berry Street. Preliminarily, the alignment includes approximately 3,000 linear feet of tunnel, 550 linear feet of open-cut box construction, and another 450 linear feet of trenchless drive. The final construction methods and alignment, taking into account location of shafts, easements, obstructions, and coordination with other projects (e.g. Central Bayside System Improvement Project), will be further defined in the ongoing Conceptual Engineering phase and will be finalized during the design phase covered by this RFP.

In addition to the tunnel infrastructure, other upstream sewer improvements to be constructed by conventional cut-and-cover methods are also required to divert flow towards the new tunnel infrastructure. Design of these additional cut-and-cover elements, and any cut-and-cover elements between tunnel segments and their corresponding connections, are within the City's workscope, and unless otherwise noted in this RFP, are excluded from this RFP. The Proposer

will provide the design of temporary and permanent tunnel elements, such as shaft shoring, access structure(s), and the final connection to the Channel Consolidated Transport/Storage Box, should they be included as components in the final design. Refer to Figure 1 for project elements.

Figure 1: Project Elements



The purpose of this RFP is to obtain timely and efficient consulting assistance, with specialized tunneling knowledge and expertise in state-of-the-art techniques and equipment, in designing the proposed tunnel portion of the Folsom Area Stormwater Improvement Project and potentially supporting construction efforts. The RFP budget shall not exceed \$5,700,000, exclusive of the bid phase and construction support efforts. Bid Phase Services and Construction Support are optional services, which may be added at the sole discretion of the SFPUC by amendment of the agreement, when the project approaches the 100% design phase (See Task 12 and Task 13).

3 Scope of Services

3.1 Introduction

SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services consultant to provide tunnel design services for the Folsom Area Stormwater Improvement Project, including tunnel engineering (i.e., evaluations, analyses, calculations, and design reports); seismic analysis; advanced hydraulic numerical modeling (e.g. computational fluid dynamics analysis); geotechnical & hazmat reviews (i.e., studies, investigations, laboratory testing and reports); public outreach support; bid-ready plans and specifications; cost estimates; design and construction schedules; reports and references to be included in bid documents and schedules; other services and documents required for preparing a complete set of contract documents.

3.2 Project Schedule

The Agreement shall extend over 18 Months.

It is anticipated that all Tasks (except Task 12 and Task 13) described below will be completed within 18 months from Notice to Proceed (NTP). Within this period, the Geotechnical Investigation, Background and Supplemental Information (Tasks 3, 4 & 5) shall be completed within 9 months from NTP. Task 12 and Task 13 are optional, and may be executed at SFPUC's discretion, with a corresponding extension to the overall Agreement duration and/or Task 1 scope/budget if appropriate.

Proposers shall develop their proposal on these schedule constraints (see Section 5.2.7).

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

3.3 General Description of Tasks

This RFP solicits the services of a Proposer to perform the following, but not limited to, services listed in Tasks 1 through 11. Tasks 12 and 13 are optional and will only be authorized at the City's discretion.

The selected Proposer will be responsible for all standard engineering design, deliverables and contract documents for the tunnel, associated shafts, connections to shafts, connections from tunnel to permanent structures, such as access structures and Channel Consolidated Transport/Storage box, and instrumentation. SFPUC will provide guidance to the selected Proposer during design for how the contract documents shall be formatted.

The primary role of the Proposer will be to provide tunneling and trenchless technology services, including - but not limited to - the following, as described below:

1. Management and Coordination
2. Quality Assurance/Quality Control
3. Review Background Information
4. Develop Supplemental Information
5. Seismic, Geotechnical & Environmental Investigation and Site Characterization
6. Permits & Agreements
7. Advanced Hydraulic Numerical Modeling
8. Tunnel Engineering Design and Design Support to City Staff
9. Technology Transfer/Cross Training
10. Communication and Public Outreach
11. Soil-Structure Interaction (SSI) Analysis for the Remainder of the Project
12. Bid Phase Services - Optional
13. Engineering Support Services During Construction - Optional

In addition to the above numbered tasks, Proposer responsibilities will include, but not be limited to, the following:

- Prepare necessary documents to obtain or aid in obtaining all permits/agreements/land, which includes all engineering and hazardous materials design mitigation measures concerning affected governmental agencies and private owners along tunnel alignment.
- Provide support for California Environmental Quality Act (CEQA) determination.
- Provide design of any necessary soil modification to existing site conditions prior to tunnel construction.
- Provide trench support criteria contract language for the ProjectProject, including design and performance criteria for cutting existing piles. "Project" consists of all tunneling and cut-and-cover elements of the project.
- Incorporate vibration and settlement control programs contract documents to ensure quality assurance of the construction methodology for the Project.
- Provide geotechnical and hazardous materials information and reports for the Project.
- Perform required Soil-Structure Interaction analyses, as determined by the Proposer team to meet SFPUC guidelines, for the tunnel alignment.
- Any required advanced numerical modeling including air surge analyses and computational fluid dynamics, as determined by the Proposer team, for the tunnel alignment and connections.

These Proposer responsibilities will be considered incidental to the numbered tasks.

The selected Proposer will work under the direction of the SFPUC Project Manager and the Project Engineer, in coordination with the Public Works Design Lead and other key team members.

Refer to Section 3.5 for other City staff responsibility.

3.4 Detailed Description of Tasks

The following is a detailed description of the tasks required to complete the assignment. As directed in Section 5 (Proposal Response Format) of this RFP, Proposer shall expand upon this description of work and/or add tasks to fully identify work and work products.

TASK 1. MANAGEMENT AND COORDINATION

Provide coordination for keeping project participants informed of progress, technical issues, and planned activities and events. Project participants include SFPUC staff in project management, engineering, planning and public outreach; independent experts; and other parties such as public agencies, affected property owners, contractors, and other consultants. For scheduling of design phase activities include three weeks for SFPUC review of each Proposer deliverable, unless otherwise noted. Perform coordination activities described below.

- 1.1. Based on the Project Approach, Coordination and Control (see Section 5.2.5), the Tasks (see Section 5.2.6) and the Overhead and Profit Schedule (see Section 5.2.11) submitted with the proposal, prepare Draft Project Management Plan & Draft Engineering Work Plan within three (3) weeks following NTP for review and acceptance by the SFPUC. City will have three (3) weeks to return comments and Proposer will have one (1) week to incorporate the comments. The Final Project Management Plan & Final Engineering Work Plan, including any updates or revisions, shall be submitted including all applicable comments within seven (7) weeks of the NTP. The Work Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan should include the following information:
 - 1.1.1 Project Team organization and responsibility;
 - 1.1.2 Proposer's Contract administration procedures;
 - 1.1.3 Cost and schedule control procedures;
 - 1.1.4 List of tasks and corresponding staff and budget;
 - 1.1.5 Detailed Critical Path Method (CPM) design schedule of tasks, milestones and deliverable due dates;
 - 1.1.6 File management and coordination guidelines to allow integration with project team members within SFPUC, consultant firms, agencies and others; and
 - 1.1.7 Detailed change control procedures to be in place no later than the 35% design level to track and control changes during design development particularly those impacting the project schedule and construction cost estimate. Schedule and construction cost impacts shall be identified and communicated to the SFPUC in a timely fashion.

- 1.2. Prepare for and conduct project kick-off meeting to review tasks, milestones, roles, and communication and coordination processes. Management & Engineering Work Plan will be discussed during orientation meeting.
- 1.3. Prepare for and attend coordination bi-weekly progress meetings until delivery of the final design package. Assume two (2) hours per meeting between SFPUC staff and two (2) senior project staff from the Proposer.
- 1.4. Prepare and make a presentation to, or lead a workshop for, the SFPUC of the design and cost estimate at the 35%, 65%, and 95% deliverable milestones. Each workshop shall be half day and shall be coordinated between the Proposer and SFPUC. Provide a copy of meeting minutes documenting key decisions and action items. SFPUC will consider alternative means of communications and coordination such as project web sites, email, or other methods to enhance efficiency of information dissemination, decision-making, documentation, and coordination, however, key presenters must be present at workshops. The Proposer may be required to lead these workshops.
- 1.5. Aid SFPUC in preparing for and presenting to Technical Steering Committee (TSC), Management Oversight Committee (MOC), Technical Advisory Panel (TAP), and/or other internal approval milestone meetings at the 35%, 65%, 95%, and 100% deliverable milestones. Proposer shall not include costs to pay TAP members for work on this Project. Provide a copy of meeting minutes documenting key decisions and action items.
- 1.6. Coordinate, document and disseminate responses to review comments on reports, memoranda, project documents and other work products.
- 1.7. Submit monthly progress reports, with highlights of work achievements during the past month, and work planned and important milestones for the upcoming month. Also for each task provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; and (3) summary of current expenditures (man-hours, expenditure, and percent of task budget expended). The report shall identify any issues or scope changes that may affect overall cost and/or schedule of design and/or construction.
- 1.8. Maintain project files including all plans, reports, correspondence, calculations, review comments received on deliverables with corresponding responses, and other documents pertaining to the design. A fully collated, organized, indexed set of copies shall be transferred to the SFPUC within 20 working days of the 100% design completion, including copies of documents already passed to SFPUC during the assignment. Digital copies shall be kept on SFPUC's Sharepoint site. All documents shall be fully checked and signed off in accordance with the Quality Assurance and Quality Control (QA/QC) procedures.

Deliverables:

- Draft Project Management Plan and Engineering Work Plan, six (6) hard copies and one copy in digital format, within three (3) weeks from NTP.
- Updates to, Revisions to, and Final Project Management Plan and Engineering Work Plan, six (6) hard copies and one (1) copy in digital format, within seven (7) weeks from NTP.
- Meeting minutes for project meetings and workshops, one (1) copy in digital format.
- Presentation material for Technical Steering Committee (TSC), Management Oversight Committee (MOC), and/or other internal approval milestone meetings.
- Monthly Progress Reports, one (1) copy in digital format, within five (5) working days after the end of each month, complying with SFPUC staff addition, invoicing and progress payment procedures.
- Monthly invoices, three (3) hard copies, in accordance with City requirements.
- Project correspondence, calculations, and other project records, one (1) hard copy and one (1) digital copy within 20 working days of the 100% design completion.
- Responses to review comments, one copy in digital format.

TASK 2. QUALITY ASSURANCE/QUALITY CONTROL

- 2.1. Prepare QA Plan - The Proposer shall prepare and submit a Draft QA Plan within four (4) weeks following NTP, for review and acceptance by the City. The Final QA Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QA Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Proposer's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;
 - 2.2.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives.
- 2.2. Implement QA Plan - The Proposer shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the City. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design. Establish QA procedures for successfully interfacing the planning and design with subconsultants and City personnel.

- 2.3. Prepare QC Plan - The Proposer shall prepare and submit a Draft QC Plan within four (4) weeks following NTP, for review and acceptance by the City. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Proposer's requirement and procedures for ongoing QC efforts including but not limited to the following:
 - 2.3.1 Operational techniques and individual activities that focus on controlling or regulating the design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - 2.3.2 Procedures for reviewing, distributing, checking, backchecking, tracking, controlling, and cataloguing all documents;
 - 2.3.3 Procedures for resolving review comments; and
 - 2.3.4 Procedures for coordinating with the City project team and any independent Technical Advisory Panel and Value Engineering Panel, with input and direction from City staff.
- 2.4. Implement QC Plan - The Proposer shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the City. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design.

Deliverables:

- Draft QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within four (4) weeks from NTP.
- Final QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within three (3) weeks from receipt of City comments.

TASK 3. REVIEW BACKGROUND INFORMATION

- 3.1. This task shall include the review of relevant project documents. At a minimum, the Proposer shall review the following:
 - Folsom Area Stormwater Improvement Project – Needs Assessment and Alternatives Analysis Report
 - General Location Map
 - SFPUC General Seismic Requirements
 - SFPUC Infrastructure Division Project Design Procedures, including but not limited to:

- PD 1.04 Engineering Work Plans and Budgets for Planning and Design
 - PD 1.05 Drafting Standards
 - PD 1.06 Engineering Design Standards
 - PD 1.08 Engineering & Operations Design Interface & Coordination
 - PD 1.10 Construction Cost Estimating
 - PD 1.11 Design Progress Reporting
 - PD 2.04 Design Criteria
 - PD 3.01 Engineering Calculations
 - PD 3.02 Engineering Drawings
 - PD 3.03 Project Specifications
 - PD 3.05 Project Design Review Checklists
 - PD 3.06 Security and Coordination Development
 - PD 3.07 Corrosion Control
 - PD 3.08 Safety in Design
 - PD 4.02 Addendum to Advertised Contract
 - PD 4.03 Engineering Support During Bid Evaluation
 - PD 4.04 Engineering Support During Construction
 - PD 4.05 As-Built CAD Drawings
 - PD 5.01 Basics of Quality Control
 - PD 5.03 Technical Advisory Panels (TAPs)
 - PD 5.04 Value Engineering
 - PD 5.05 Design Reviews
 - PD 5.07 Formal Design Review Presentation
 - PM 5.03 Schedule Development and Control
 - PM 5.07 Monthly Progress Meetings
 - PM 6.01 Quality Assurance Program
 - PM 6.02 Quality Assurance Audits
- Relevant record drawings of Division Street Box Projects
 - Relevant record drawings of Channel Outfall Consolidation Project
 - Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from SFDBI, SFPUC and SFPW libraries, as well as from other public/private projects/entities.
 - Record drawings for other facilities located in close proximity to this project, including but limited to, CalTrans, Caltrain ROW (right-of-way) crossing, Berry Street sewer, etc.
 - General Plan, Zoning, Community Plan, and other applicable plans and environmental documents.

Additional materials suggested for review include, but are not limited to, surveying data; aerial photos; topographic maps; ROW maps; impact avoidance and mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies.

Site reconnaissance and verification of existing site conditions and existing facilities/utilities may be conducted by request of the Proposer. Site entry must be coordinated through the Project Manager or Project Engineer.

After completing the review of all background information, the Proposer shall prepare a technical memorandum verifying the feasibility of the proposed design concept and identify any data gaps that must be completed prior to the commencement of the design of the Folsom Area Stormwater Improvement Project and related connections and facilities.

Deliverables:

- Draft and Final Technical memorandum confirming the adequacy and feasibility of the proposed design concept presented in the above documentation; identifying any data gaps that must be completed prior to the design of the tunnel; and presenting a schedule for recovery of the data gaps. This should be completed prior to finalizing a field geotechnical program.
- Draft Summary of Existing Geotechnical Data Report that compiles available geotechnical information, soil stratigraphy and soil property information. This will eventually become part of the Geotechnical Data Report (GDR).

TASK 4. DEVELOP SUPPLEMENTAL INFORMATION

The following are the responsibilities of the Proposer under this task:

- 4.1. Visit site to verify existing field conditions.
- 4.2. Obtain information on location of existing and proposed utilities and facilities, as needed for preparation of tunnel facilities background/contract drawings for construction bidding, by performing potholing work as needed to verify location of utilities and facilities that may conflict with tunnel facilities. All underground critical utility information identified through potholing work shall be recorded on a utility plan and on appropriate drawings, including requirements for additional research by the construction Contractor. The utility search and conflict resolution shall be coordinated with the applicable agencies and owners through the City and shall generally be in accordance with American Society of Civil Engineers (ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). The selected Proposer shall provide design for any required relocation of utilities or facilities.

Re-evaluate proposed design and configurations based on any new utility findings, taking into account previous hydraulic analysis, to verify satisfactory performance.

- 4.3. Coordinate with local agencies, private owners and utilities through City representatives for surveying and utility location work. Aid SFPUC in obtaining access and/or environmental permits required to accomplish task by completing and processing permit applications, and by providing technical support, as needed, to

secure these permits. Any costs for permits will be reimbursed back to the Proposer with proper receipts/documentations via progress payments.

Deliverables:

- Utilities and Facilities Coordination Information. Prepare and submit one hard copy and one electronic copy of a memorandum summarizing the results of utility and facility location work. The memorandum, and accompanying documents, should record information on utilities and facilities that may conflict with the tunnel facilities. It should identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities. Provide electronic and hard copies of potholing information including summary information and detailed field data.
- Technical Memo summarizing any recommended changes to construction method and/or tunnel alignment based on information provided. Provide six (6) hard copies and one (1) copy in digital format prior to 35% design phase.

TASK 5. SEISMIC, GEOTECHNICAL & HAZARDOUS MATERIALS INVESTIGATION AND SITE CHARACTERIZATION

Define and implement, with the City's input, a geotechnical investigation and site characterization program to determine required design parameters and to assess ground and groundwater conditions for the Project to the extent necessary to reduce uncertainty to a level that is sufficient for design. Proposer to provide proposed delivery schedule for all deliverables. The program shall take into account any previous work, investigations, and input from the City's geotechnical engineer to determine the number of tests and samples required before commencing the work. The geotechnical investigation and site characterization program for the Project, including City/other agencies ROW, shall include, but not be limited to, the items listed below.

- 5.1. Site exploration including, but not limited to, all necessary drilling and sampling boreholes and rock cores, test pits, cone penetration tests, sampling for soil and groundwater corrosivity tests, sampling for presence of hazardous materials in soil, rock, and groundwater, seismic refraction survey, and installation of groundwater observation wells. Site services shall also include in-situ testing and monitoring including, but not limited to, all necessary groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, downhole logging, hydraulic conductivity testing, and disposal of spoils.
- 5.2. Laboratory testing including, but not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil, rock, and groundwater handling and disposal requirements and to assess the nature and extent of hazardous gases.

- 5.3. Assessment of seismic engineering properties including in-situ downhole or cross-hole testing as required. Task shall also include using multi-methods to derive soil strength profiles to satisfy any SSI numerical modeling requirements for Project, providing site-specific measurements of Vs and Vp (soil shear and P-wave velocities) for any required SSI analysis for Project, and deeper borings to rock to get required information for any SSI analysis for Project, as deemed necessary by the Proposer and the City.
- 5.4. Develop and conduct a specific study to assess mechanized excavation by tunnel boring machine, or other trenchless operation methods as well as any appropriate open cut operation for the Project. The study shall include appropriate laboratory testing of the materials for any type of mechanized excavation method considered by the Proposer. Other than laboratory testing, the results of the study shall be presented in a technical memorandum that will not be incorporated as a bid document.

Deliverables:

Provide the deliverables described below. There will be City Geotechnical and Environmental Staff who will provide oversight on this task in addition to Proposer's own QA/QC process as dictated in Task 2, but overall responsibility of this task remains with the Proposer.

- Draft and Final Geotechnical & Hazardous Materials Investigation and Site Characterization Work Plan: The plan shall describe the supplemental geotechnical and hazardous materials investigation and site characterization program. The plan shall describe the needs for the analyses and design for the various structures and how the corresponding field and laboratory information will provide the input for those needs. Applicable portions of the plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. Environmental review, studies, and investigations include and are not limited to studying and summarizing files on past environmental and groundwater investigations, environmental and geotechnical records of Department of Toxic Substances Control and other regulatory agencies. This work plan shall be reviewed and accepted by the SFPUC prior to proceeding with the program work. Provide six (6) hard copies and one (1) electronic copy of draft and final plans.
- Draft and Final Geotechnical and Hazardous Materials Investigation Data Report (GDR): The report shall provide factual data and information obtained from the geotechnical and hazmat investigation efforts. Provide six (6) hard copies and one (1) electronic copy of draft report. Provide eight (8) hard copies and one (1) electronic copy of final report.
- Draft and Final Seismicity Report: The report shall document site specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction, lateral spreading, and any other possible ground failure modes; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on any lining; equivalent linear and nonlinear site response analysis (SRA); and risk assessment

related to ability of tunnel facility to remain operational after design-level seismic event. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.

- Draft and Final SSI Report for Tunnel: The report shall summarize the soil-structure interaction analysis plan, which should be submitted for approval prior to commencing SSI work; the rationale for the proposed analysis procedure, necessary background information, software tools to be used such as PLAXIS, FLAC or LS-DYNA, and the analysis results. Provide six (6) hard copies and one (1) electronic copy of draft and final reports. This report may be combined with the Tunnel Design Report under Task 8.
- Draft and Final Technical Memorandum on Mechanized Excavation: The memorandum should evaluate mechanized excavation methods considered by Proposer and provide recommendations as to the types of construction methods that will be allowed or excluded for tunnel construction. The memorandum shall also address any need for soil stabilization. Provide six (6) hard copies and one (1) electronic copy of draft and final memorandum.
- Draft and Final Geotechnical Interpretive Report (GIR) and/or Geotechnical Design Memorandum (GDM): This report shall provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on tunnel and associated infrastructure; and risk assessment related to ability of tunnel and facilities to remain operational after a design-level seismic event. Furthermore, geotechnical recommendations shall be provided for design of Project, including tunnels, shafts, cut-and-cover sewer work, shallow and deep foundations, excavation compaction, grading and sub-grade preparation. Provide six (6) hard copies and one (1) text-searchable electronic copy of draft and final GIR. Submit draft with submittal of 65% plans, specifications, and construction cost estimates.
- Draft and Final Hazardous Materials Assessment, including Environmental Site Assessment Phase I and II: This assessment report shall provide estimated locations of soils and groundwater containing hazardous constituents. The report shall provide information for developing methods and locating sites for handling, treatment, storage and disposal of excavated materials. The report shall be used for design of materials management on the project, including preparation of contract specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated soils and groundwater. The report shall provide information on the presence of hazardous gases and materials. Provide six (6) hard copies and one (1) electronic copy of draft and final assessment report.
- Other Reports: Other reports may be requested dependent on geotechnical evaluations and recommendations. Such reports may address settlement estimates and monitoring or other measures identified by Proposer or SFPUC.

- All Final Geotechnical and Hazardous Materials Investigation data and reports shall be made available for construction bidder's review during construction advertisement for bidding purpose.

TASK 6. PERMITS AND AGREEMENTS

6.1. Obtain access or environmental permits required for fieldwork associated with Task 5. Obtain or assist in obtaining permits and approvals necessary for project implementation, including land acquisition. Proposer to complete and process permit applications, and provide technical support as needed to secure permits. Permits will require compliance with State and Federal Endangered Species Act and the National Historic Preservation Act, Section 106. Fieldwork shall be performed in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines published by the SFPUC Land and Resource Management Section.

Approvals and permits that could be required include, but are not limited to:

Entities/Agencies	City	Proposer
PCJPB (Caltrain)	•	X
Caltrans	•	X
Bay Conservation Development Committee (BCDC)	X	•
Union Pacific Railroad	•	X
US Army Corps of Engineers	X	•
California High-Speed Rail Authority	•	X
CEQA	X	•
Regional Water Quality Control Board	X	•
California Fish and Game	X	•
US Fish and Wildlife Service and National Marine Fisheries Service	X	•
State Lands Commission	X	•
San Francisco Department of Public Health	X	•
CAL-OSHA Tunneling and Mining	•	X

Department of Toxic Substances Control (DTSC)	•	X
San Francisco City Planning and Building Inspection	X	•
San Francisco Arts Commission	X	•
Private Property Owners	X	•
San Francisco Municipal Transportation Agency	X	•

X Indicates Lead Responsible Party
• Indicates Supporting Party

This task also includes incorporating mitigation measures into the design documents to mitigate impacts to affected property owners and agencies and assisting SFPUC to securing agreements with the affected parties prior to construction bidding phase.

Deliverables:

- Copies of all approved permits and approvals timely obtained by Proposer.

TASK 7. ADVANCED HYDRAULIC NUMERICAL MODELING

7.1. Perform computational flow dynamic (CFD) modeling of Project to evaluate any occurrences of surface bores and other surge-related phenomena that can potentially occur due to rapid filling of the tunnel and other hydraulically connected infrastructure in the project vicinity. Additionally, the CFD modeling will evaluate system air flow, including transient air surge and requirements for venting. Based on the findings, CFD modeling may be used for the sizing of drop structures, tunnel shafts and venting structures. Modeling shall include tunnel element, connection points, and all appropriate infrastructure within appropriate modeling boundaries. Model runs shall include SFPUC’s LOS storm, as well as two additional hydraulic or hydrologic scenarios to be selected by SFPUC staff.

TASK 8. TUNNEL ENGINEERING DESIGN & DESIGN SUPPORT TO CITY STAFF

The following are the responsibilities of the Proposer under this task:

Establish design criteria and provide engineering design, environmental mitigation, contract documents, and cost estimates for a complete detail design construction advertising package for tunnel facilities including tunnel shafts, shoring, tunnel, liner pipeline, waterproofing, temporary sewer facilities required to build project without affecting current operations, all connections between temporary shaft and tunnel, and all connections between permanent structures and tunnel. The Proposer shall determine the distance along all box and sewer structures from all tunnel connection points that may be seismically impacted, and provide

design recommendations for these segments. Design under this task also includes necessary soil stabilization methods (i.e. jet grouting) to existing surface facilities (i.e. 101 Freeway, Caltrain Railroad services, etc.), and trench support and pile cutting criteria contract language for Project. Prepare work products including design reports, contract plans, specifications, cost estimates, and construction schedules. The tunnel design is to be developed to meet the seismic provisions as per SFPUC General Seismic Requirements and per direction of SFPUC. Evaluate constructability of the recommended tunnel diameter based on the conditions of the proposed alignment.

- 8.1. Preliminary and final design reports by the end of the 35% and 95% Design Phase; respectively. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports will include, but not be limited to: design criteria, tunnel alignment, shaft locations, drop type, muck disposal, tunnel and shaft groundwater control and disposal, tunnel and shaft construction methods, initial tunnel support, type of liner pipeline (including its durability), waterproofing, ancillary facilities, operation and maintenance issues related to design (including tunnel dewatering), independent assessment of ability of tunnel design to meet seismic provisions, construction traffic impacts, power and other utility requirements, access road alignments, staging area requirements, instrumentation plans, design calculations, internal hydraulic pressure information provided by SFPUC, constructability, corrosion protection, construction cost estimates, and construction schedules. Detailed evaluation of potential impact on adjacent structures should also be included and the use of empirical and numerical analysis tools that will be used for the evaluation will be described.
- 8.2. Plans and Specifications for all tunnel facilities at approximately 35, 65, 95 and 100 percent levels of completion. Plans and specifications shall be prepared in a format as specified by City. For each submittal, provide written responses to City review comments and incorporate appropriate changes to plans and specifications based on review comments. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Work with City staff to complete preparation of Special Provisions, and Divisions 0 and 1 of the project specifications including, but not limited to, providing technical project requirements, schedule requirements and constraints, hazmat mitigation specifications, and incorporating all applicable environmental mitigation requirements. Contract drawings shall be in a format as specified by City.
- 8.3. Work with City staff to complete preparation of Special Provisions, and Division 0 and 1 of the project specifications, as they pertain to hazardous materials including, but not limited to, providing technical project requirements, schedule requirements and constraints, and mitigation specifications. Contract drawings shall be in a format as designated by the City.

8.4. Construction cost estimates (based on City's latest format) at 35, 65, 95 and 100 percent levels of design completion. The 35% cost estimate submittal shall be a Class 4 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The 65% cost estimate submittal shall be a Class 3 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The final cost estimate shall be a Class 1 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. Provide construction schedules (in latest SFPUC standard software) at 35, 65 and 95 percent levels of design completion, showing major milestones and activities. The schedule shall be a reasonable representation of an average contractor's plan of operation to complete the work. The schedule shall utilize the precedence diagramming method of network analysis and show a single critical path. The schedule and network diagram shall include, but not limited to, the following activities:

- Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with at least two review cycles at two weeks to review and two weeks to resubmit
- Construction work activities
- Milestones and scheduling constraints
- Allow time for the contractor's equipment start-up and testing, material fabrication, mobilization, closeout, and demobilization.
- Required coordination activities by City-resources
- Other activities that a contractor would perform

The schedule shall clearly show predecessors and successors, start/finish dates based on an SFPUC-determined "notice-to-proceed" date. It shall also show City holidays and other non-work days (i.e. anticipated moratoriums, special events, etc.).

On a separate document, each activity shall be cross-referenced with a narrative description. Each activity shall also be referenced to an estimated cost and the resources used. The narrative shall describe the work in the activity and explain/justify the estimated cost, resources, and duration.

8.5. Technical Memorandum on Mechanized Excavation and Shoring Systems to evaluate mechanized excavation and shoring methods and determine their feasibility and suitability for Project. Proposer shall provide recommendations as to the types of

construction methods that will be allowed and excluded for the Project. The memorandum shall also address any need for soil stabilization.

- 8.6. Summary Report on Hazardous Material Mitigation. The report shall identify potential hazardous material impacts and the respective mitigation measures in the operation to mitigate soil, rock, and groundwater contamination and remediation at contaminated sites where the tunnel may pass through.
- 8.7. Risk Assessment. Proposer shall identify areas of the design that carry risk during construction and conduct workshops at 35% and 95% design for Project. Proposer shall identify and quantify probabilities and consequences of these risks and determine appropriate mitigation measures. A risk register documenting these risks shall be prepared by 65% design and updated at 95% design phases.

City staff and independent third party reviewers will perform review of work products. For review comments provided by City, maintain a spreadsheet with responses indicating how the comments were addressed.

Provide the deliverables described below. For design reports provide draft and final versions. Design phase information may be provided in different formats than described below if approved by the City. A budget for optional services will be presented for SFPUC approval to address unforeseen needs and conditions.

Deliverables:

- Design Reports: Provide six (6) hard copies of preliminary and final design reports, and one (1) electronic version.
- Design Criteria Report: Provide six (6) hard copies of preliminary and final design criteria reports per SFPUC Design Procedures PD2.04.
- Plans and Specifications: Provide plans and specifications for all design elements that the Proposer is responsible for at approximately 35, 65, 95 and 100 percent levels of completion. Plans and specifications shall be prepared in compliance with standard City procedures following the CSI MasterFormat. For each submittal, provide written responses to City review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Proposer. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Provide thirty (30)-half size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy for plans. Provide one (1) electronic copy of the 100 percent submittal in both Adobe Acrobat .pdf and native formats. Electronic copy shall include full size drawings set for stamp & signatures in AutoDesk .dwg format, and contract specifications in Microsoft Word .docx format.
- Construction Cost Estimates, Schedules and Technical Memorandum: Provide construction cost estimates at 35, 65, 95 and 100 percent levels of design completion.

Provide construction schedules at 35, 65 and 95 percent levels of design completion, showing major milestones and activities.

- Draft and Final Technical Memoranda on Mechanized Excavation and Shoring: Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final memoranda.
- Draft and Final Geotechnical Baseline Report (GBR): Prepare geotechnical reports in accordance with the American Society of Civil Engineers (ASCE) document entitled “Geotechnical Baseline Reports for Underground Construction” dated 2007 or most recent edition. This report is to provide baseline information to be used in preparation of construction bids. Provide six (6) hard copies and one (1) electronic copy of draft and final GBR. Submit draft with submittal of 65% plans, specifications and construction cost estimates.
- Draft and Final Summary Report on Hazardous Material Measures of Tunnel Design: This report is to provide sufficient information on presence of hazardous material and disposal or remediation measures of the tunnel design and operation to lead regulatory agencies on sites where environmental site cleanup is required and the tunnel will pass through for review and comments. The report shall identify potential hazardous material impacts and the respective mitigation measures of the tunnel design and operation to the soil and groundwater contamination and remediation at sites where the tunnel passes through. Provide six (6) hard copies and one (1) electronic copy of the draft report. Provide six (6) hard copies and one (1) electronic copy of the final report.
- Risk Workshop and Draft and Final Risk Assessment Register Technical Memorandum and Matrix Table: Conduct two (2) one-day workshops to review risks with key stakeholders at 35% and 95% design for Project. Provide ten (10) hardcopies and one (1) electronic copy of draft and final technical memorandum and matrix table. Risk register and matrix table shall be prepared by 65% design and updated at 95% design phases. This document is subject to review, comment, and revisions by City Staff and a Construction Management consultant.

TASK 9. TECHNOLOGY TRANSFER/CROSSTRAINING

- 9.1. Conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City during the Design Phase, potential training topics may include but not be limited to the following: tunnel safety, maintenance and rehabilitation strategies for tunnels, construction management of tunnel projects, pipeline fault crossing design, retrofitting of portals and pipelines for seismic hazards, geotechnical considerations related to rock or mixed soil tunnel design, tunnel lining design, tunneling methodology and shaft construction, alternative tunnel portal designs.

Services to be provided under this task include preparing, coordinating and providing training sessions, both in the field and in the office. These training sessions (field visits and in-office seminars at SFPUC Headquarters) shall be independent of the other workshops held for this project, other services provided for other tasks, and any marketing efforts by the Proposer. Sessions shall be technical in nature, tailored to the specific audience, non-branded, and shall make efficient use of materials developed under other tasks in this scope of services.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$30,000 for this task.

TASK 10. COMMUNICATION AND PUBLIC OUTREACH

10.1. Provide assistance for public participation and public outreach activities (three [3] public meetings) in support of the detailed design of the Folsom Area Stormwater Improvement Project. These include, but are not limited to the following types of activities:

- Assistance with Collateral Material. Assist City staff in creating illustrative displays, videos, and other collateral material for distribution and to support public meetings as related to the design work being performed.
- Public Presentations. Attend and present at public forums about the Folsom Area Stormwater Improvement Project specific to the tunneling engineering and hazmat aspects of this project.
- Assist SFPUC with tunneling contractor outreach.
- Other outreach services as needed.

Such communication and public outreach activities include evening and/or weekend community meetings.

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

TASK 11. SSI ANALYSES FOR THE REMAINDER OF THE PROJECT

11.1. Soil-structure interaction analyses, as directed by the City, for the remainder of the Project (i.e., for the cut-and-cover elements and permanent structures), shall be performed only as directed by the City.

Deliverables:

- Detailed SSI Analysis Plan for the remainder of the Project based on the understanding of the structure and site conditions, subject to review and approval by the City. The plan shall include a description of software tools to be used, such as PLAXIS, FLAC or LS-DYNA. Provide six (6) hard copies and one (1) electronic copy of the SSI Analysis Plan.

- Early Stage Analysis Report for the remainder of the Project to include soil properties selection for analysis input and evaluation for performance of structures under seismic and static loads. The report is subject to review and approval by the City. Provide six (6) hard copies and one (1) electronic copy of Early Stage Analysis Report.
- Final SSI Report for the remainder of the Project to summarize the analysis results, necessary background information for the elements including, but not limited to, the cut-and-cover elements, permanent structures, and the joints between tunnel and shafts/boxes. The report is subject to review by the City. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$150,000 for this task.

*The following tasks are **optional**. Work on these tasks shall not be initiated without prior authorization from the SFPUC, and amendment of the contract as applicable. Note that the “not-to-exceed” amount for the Agreement does not include funds for these optional services.*

TASK 12. BID PHASE SERVICES – OPTIONAL

- 12.1. Provide engineering support services during the bidding period, including: attending and making a presentation at a pre-bid conference, responding to questions as directed by the SFPUC Project Manager, taking notes on questions that may arise, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting SFPUC in the analysis and evaluation of bids, and reviewing product substitutions.

Deliverables:

- Written responses to bidder inquiries.
- Addenda to contract drawings and specifications. Provide written addenda and related drawing revisions. Written addenda shall be in Microsoft .docx format, and drawing revisions shall be in Adobe .pdf format, AutoDesk .dwg format, and signed and stamped paper copy. Transmission of electronic files shall be by Sharepoint or other method acceptable to SFPUC, and no information shall be transmitted to bidders without SFPUC consent.

Bid Phase Services may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

TASK 13. PROVIDE ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION - OPTIONAL

- 13.1. Provide engineering support to SFPUC during construction phase. This includes but is not limited to the following:

- Review and provide written responses to shop drawings, submittals, RFI's, change orders and substitution requests from the Contractor through the City.
- Assist Construction Management staff in responding to or negotiating claims and change orders.
- Review and assist Construction Management staff to enforce Contractor's environmental work plan/submittal to ensure intended mitigations are in place.
- Review and assist Construction Management staff to enforce tunneling and temporary shoring work plan submittal to ensure intended mitigations are in place.
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and SFPUC offices (as needed).
- Identify construction phase items requiring presence of engineer in the field and coordinate with Project Engineer.
- Provide field engineering support to Construction Management during construction.
- As-needed redesign or new designs.

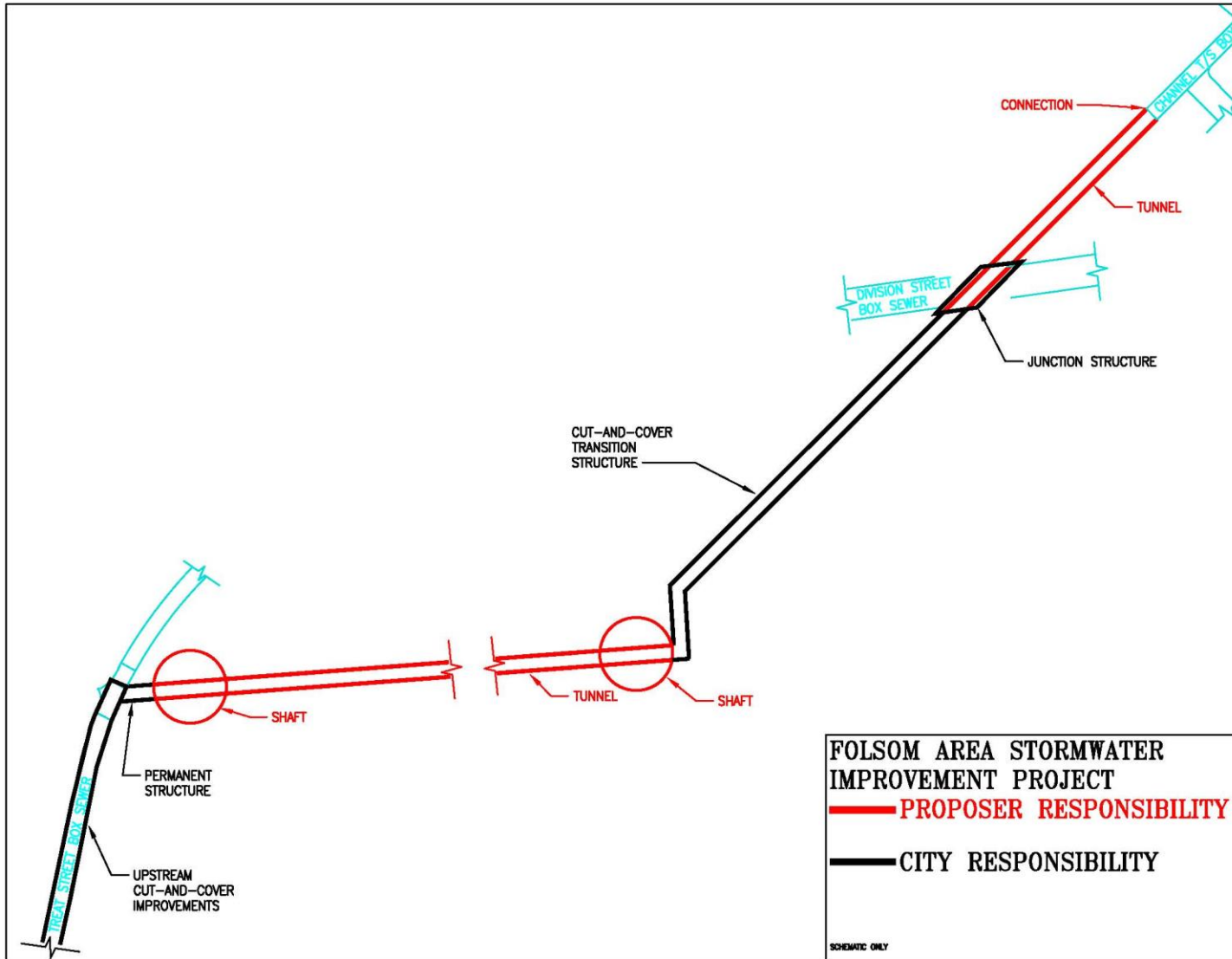
Engineering Support Services during Construction may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

3.5 City Staff Responsibilities

The work to be performed and responsibilities to be assumed by City staff are as follows:

- Design of all cut-and-cover sewers and structures within the project area, outside of the proposed tunnel alignment, including any box sewers/structures between tunneling segments.
- Refer to Figure 2 for designation of responsibilities. Definition and designation of responsibilities are subject to change depending on recommended construction methodology determined during the design phase.
- 1D- and 2D- hydraulic and hydrologic modeling for the Project.
- City will be responsible for writing the hazardous materials specifications for the Project based on the selected Proposer's investigative findings, research, recommendations, and mitigation plans.

Figure 2: Delineation of Design Work



3.6 General Obligations

This section applies in full when the Proposer is asked to provide “standard engineering design” (i.e., Proposer assumes lead designer role as in Task 8 of Section 3.4) and it applies as appropriate when the selected Proposer is asked to contribute to SFPUC designs (i.e., SFPUC assumes lead designer role). All documents generated by the Proposer as part of this project shall be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in six (6) bound and one (1) unbound hard copies and one (1) digital copy, unless otherwise specified. All digital deliverables shall be in the latest version of the native software, unless otherwise directed.

Based on the CEQA determination, incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for at 35%, 65%, 95% and 100%, a red-marked copy shall also be submitted, showing checker comments as proof of QA/QC adherence. Drawings shall be submitted as 15 half-size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy, unless otherwise specified. Digital copies shall include required drawings in latest AutoDesk .dwg and Adobe Acrobat .pdf formats, and required specifications and design reports in Microsoft .docx and Adobe Acrobat .pdf formats. The following descriptions indicate the content of those interim design submittals to be presented to the SFPUC.

A. 35% Design

Documents shall encompass the following:

- Definition of the facility to sufficiently identify all major elements required, verification of feasibility of the design, and a list of permit requirements;
- Definition of construction contract packaging, if required;
- Preliminary horizontal (plans) and vertical alignments (sections and profiles) of the elements being designed; excavation and excavation/shoring support methods; methods of groundwater control, handling, and treatment; identification of any road

- relocations and traffic control; utility search;
- Coordination with City Design Team to establish location of near-surface and surface facilities associated with the elements being designed;
- Design Criteria based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the program seismic design criteria;
- Summary of design approach, and identification of design issues; outline of specifications; and
- Drawings, in conformance with SFPUC standards, a construction schedule; and a construction cost estimate ($\pm 30\%$ accuracy). The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts.

B. 65% Design

Documents shall encompass the following:

- Documents shall incorporate SFPUC and project team comments from 35% submittal;
- Integration of drawings and specifications with those produced by City Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings;
- A preliminary list of pre-purchased materials and equipment;
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions;
- Updated detailed construction cost estimates ($\pm 20\%$ accuracy) and construction schedule; and
- Permit applications with supporting documents submitted to SFPUC for review and acceptance prior to sending to the appropriate agency as required.

C. 95% Design

Documents shall encompass the following:

- Documents shall incorporate SFPUC and project team comments from 65% submittal;
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC;
- Incorporation of environmental mitigation measures provided by SFPUC into contract documents;
- Updated detailed construction cost estimates ($\pm 10\%$ accuracy) and construction schedule; and
- Completion of construction documents and packages for integration with contract

plans/drawings and specifications produced by the City Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC Contract Preparation staff.

D. 100% Design

Documents shall encompass the following:

- Finalized, signed and wet stamped plans and specifications inclusive of all comments generated by SFPUC Contract Preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA/QC audit;
- A detailed itemized final construction cost estimate ($\pm 10\%$ accuracy) together with a CPM construction schedule;
- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services; and
- All necessary permit applications with supporting documents submitted to SFPUC for review and acceptance prior to sending to the appropriate agency as required.

The final submittal shall encompass one (1) bound copy and one (1) unbound copy of reports; one (1) reproducible stamped and signed master set of the construction documents; and one (1) digital copy of the drawings in AutoCAD and pdf, and all other remaining documents.

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

The Proposer shall stamp and sign drawings by the Proposer that form part of the bid and construction drawings. Technical memoranda and reports shall also be stamped and “wet” signed.

3.7 Community Benefits

See Section 5.2.12 of the RFP for Community Benefits Submittal Instructions and Appendix B of the RFP for SFPUC’s Community Benefits Program Supporting Documents.

4 Minimum Qualifications

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

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

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

To qualify for award of the Agreement, the Prime Proposer or Joint Venture must demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in this RFP and additional expertise in Tunnel Engineering.

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

- A minimum of fifteen (15) years of experience in the business of planning, design, and construction management of sewerage tunnels and large pipeline projects of at least the size, type, and scope of services specified in this RFP in dense urban metropolitan areas.
- Experience successfully designing at least one (1) large underground tunnel in seismically active areas.
- Demonstrated experience in management of risks related to variable site conditions, geotechnical investigation and characterization, seismic analysis and design, construction cost estimating and scheduling, constructability assessment and performing QA/QC of large sewerage projects within high seismic zones.

The Prime Proposer or Lead JV Partner shall demonstrate proven experience in managing and leading.

4.2 Non-Lead Joint Venture (JV) Partners Qualifications

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

- A minimum of ten (10) years of experience in the business of planning, design, and/or construction management of sewerage tunnels and large pipeline projects of at least the size, type, and scope of services specified in this RFP in dense urban metropolitan areas.

4.3 Soil-Structure Interaction Analysis Team Qualifications

To qualify as the **Soil-Structure Interaction Analysis Team** that will provide technical services described in this RFP, the team must possess the following:

- A minimum five (5) years of Soil-Structure Interaction analysis experience, preferably in California and specifically the San Francisco Bay Area.
- Experience in Soil-Structure Interaction modeling, model calibration, analysis and interpretation for tunnels, vertical shafts and tunnel to shaft connections in soft soil, mixed soil and high seismic zones.
- Experience in at least three (3) verifiable Soil-Structure Interaction analysis projects with analysis model size similar or bigger, and project features similar to the proposed project.

4.4 Key Team Member Qualifications

For all Key Team members listed below:

- All Key Team personnel (except Project Manager) and other staff providing design services must be licensed to practice engineering in California in the appropriate fields of civil engineering, structural engineering, geotechnical engineering, or other disciplines applicable to the services provided.
- Provide the individual qualifications for the Key Team members; Lead Tunnel Engineer, Geotechnical Engineer, Structural Engineer, Hydraulic Modeler, Environmental Engineer/Scientist and Project Manager.
- All Key Team members must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).
- Proposers are required to demonstrate conformance to the qualifications described below as related to each position.

4.4.1 Project Manager

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

- A minimum ten (10) years of experience in the managing of planning, design, and construction of large underground sewer infrastructure in an urban setting, including EITHER:
 - at least two (2) large, preferably wastewater, tunnel projects (at least of the size, type, and scope of services specified in this RFP) in high seismic zones; OR
 - at least one (1) large, preferably wastewater, tunnel project (at least of the size, type, and scope of services specified in this RFP) in San Francisco.
- Management and technical expertise necessary for effective management of services and staff for similar projects involving multiple disciplines and firms, and specifically projects with integrated designs between consultant staff and agency/owner personnel.
- Registration in his/her technical discipline.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.2 Lead Tunnel Engineer

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

- A minimum of fifteen (15) years of experience in the design of large underground sewer infrastructure, including at least three (3) large sewerage tunnels (at least of the size, type, and scope of services specified in this RFP) and shafts in mixed ground conditions (including soft ground and bay mud) below the water table employing tunnel boring machine with a precast concrete segmented lining or other recommended designs pertinent to this subject project's conditions within high seismic zones.
- Experience serving in role with lead responsibility for development and coordination of tunnel engineering, integrated project design work between consultant and agency/owner staff, GBR and site characterization/environmental reports, completion of design reports, and completion of design packages with signed and sealed contract drawings and specifications. Tunnel Engineer's experience shall include at least two (2) verifiable mixed ground tunnel designs, as required above.
- Registration in his/her technical discipline in California.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.3 Structural Engineer

To qualify as the Structural Engineer for this RFP, an individual must possess the following:

- A minimum of ten (10) years of experience in the design and construction of large

underground sewer infrastructure, including shafts for at least two (2) large sewerage projects of at least the size, type, and scope of services specified in this RFP within high seismic zones.

- Experience in design and construction of standard and specialty trench support systems for non-circular deep cut-and-cover operations similar to the non-tunnel aspects of this project.
- Registration in his/her technical discipline in California.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.4 Geotechnical Engineer

To qualify as the Geotechnical Engineer for this RFP, an individual must possess the following:

- A minimum ten (10) years of geotechnical investigation and site characterization experience, preferably in California and specifically the San Francisco Bay Area.
- Experience in design and construction of tunnels in mixed ground conditions below the groundwater table, development of characterization plans, performance of exploration work, performance of geologic/geotechnical interpretations, and development of geotechnical reports for the design and construction of tunnels in high seismic zones.
- Experience in at least three (3) verifiable tunneling projects with features similar to the proposed project.
- Registration in his/her technical discipline in California.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.5 Hydraulic Modeler

To qualify as the Hydraulic Modeler for this RFP, an individual must possess the following:

- A minimum of five (5) years experience with computational flow dynamic modeling of wastewater collection/conveyance infrastructures.
- Expertise in rapid filling of flow and associated water surge and transient air surge situations in tunnels, deep pipes, and drop shafts.
- Experience with physical modeling is highly desirable.

4.4.6 Environmental Engineer/Scientist

To qualify as the Environmental Engineer/Scientist for this RFP, an individual must possess the following:

- A minimum of ten (10) years experience in soil, groundwater, and hazardous materials investigation for tunnel alignment design and construction.
- Experience in construction debris management, groundwater treatment systems, and

soil, rock, and wastewater disposal.

- Experience in working with the public, regulatory agencies, property owners, and the City and County of San Francisco in issues associated with site contamination.
- Experience in hydrogeologic evaluation of groundwater contamination.
- Strongly preferred to be locally based in the San Francisco Bay Area.

5 Proposal Response Format

5.1 Proposal Submission

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

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

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. As stated in the Proposal Response Form, the proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and if a Joint Venture (JV) is responding to this RFP, the Lead JV Partner. Proposer must agree to the following commitments listed below and in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the ability and qualifications to conduct the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-600) (see Appendix A);
- Proposer agrees to fully comply with all applicable laws, including San Francisco’s laws.

5.2.2 Executive Summary

Proposer must provide an executive summary that:

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

5.2.3 Qualifications Summary

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

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

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

Specifically, Proposer must clearly demonstrate that the Soil-Structure Interaction Analysis Team meets all the minimum qualification requirements outlined in Section 4.3 of the RFP.

5.2.4 Reference Projects

5.2.4.1 Proposer References

Proposer must provide a description of the three (3) most recent projects previously managed by the Prime Proposer or JV Partners within the last 10 years. If a JV, each JV Partner shall provide at least one (1) of the three reference projects. Reference projects must be of the size, type, and scope of services specified in this RFP. Among the three projects, the following experience must be validated: at least one (1) of the three (3) projects must clearly demonstrate experience successfully designing large underground tunnels in seismically active areas as stated in RFP Section 4.1.

The descriptions shall include:

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

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

5.2.4.2 Soil-Structure Interaction Analysis References

Provide descriptions of three (3) verifiable Soil-Structure Interaction analysis projects with analysis model sizes similar to or larger than the subject project, and project features similar to the proposed project as stated in RFP Section 4.3. Where prompted in the Proposal Response Form, provide:

- Project name;
- Project scope summary;
- Dates when the project was performed;
- Soil-Structure Interaction Analysis costs;
- Soil-Structure Interaction Analysis Team's role and responsibilities in the project;
- Soil-Structure Interaction Analysis Team members who worked on the project; and
- Client name, reference, and contact info.

Provide reference project descriptions for the three (3) most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may be considered non-responsive and/or result in the loss of points.

5.2.4.3 Reference Process

As part of the submittal package, Proposers and the Soil-Structure Interaction Analysis Team, as applicable, must each sign and return the Release of Liability (waiver required for reference checks), see Appendix K. A proposal that fails to provide a properly executed waiver for Release of Liability, signed by the Prime Proposer, or if a JV, by all JV partners, and, if applicable, by the Soil-Structure Interaction Analysis Team, may receive a score of zero for the reference portion of the evaluation.

The SFPUC will not be responsible for non-responsive references or references with incorrect contact information. A reference is non-responsive if the information provided cannot be verified by a reference within seven (7) calendar days of first contact attempt by SFPUC staff. The SFPUC may, at its discretion, contact references to verify project work. If the SFPUC chooses to exercise that discretion, it will apply the same reference checking criteria to all proposers.

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

5.2.5 Project Approach, Coordination and Control

Proposer must describe the overall project approach that your team proposes to use to successfully carry out this Project. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (QA/QC);
- Approach for monitoring expended labor hours and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential design, environmental and/or construction issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
- Special expertise to be provided for the various services requested;
- Approach and procedures for contending with the public in adversarial or difficult situations;
- Location where the work is to be managed and location where each component of the work is to be performed;

5.2.6 Tasks

Proposer must provide detailed descriptions of how the Proposer will execute the work associated with each task outlined in the Scope of Services within Section 3 of this RFP. Proposers may expand upon this description of work and/or add tasks to fully identify work and work products in their proposals.

The detailed task (and subtask) descriptions shall specifically address the Proposer's approach to the key work described below:

- Determining number, location, and depth of borings to prepare Geotechnical Design Report and Geotechnical Basis Report (GDR/GBR) and limit risk associated with variable site conditions;
- Determining permits needed for borings, as well as identifying and addressing the critical path timing and primary issues for getting these permits;

- Groundwater evaluations to: establish baseline conditions, predict impacts from subsurface construction, and predict groundwater inflows during subsurface construction;
- Methodology for handling and disposal of spoils and groundwater during geotechnical exploration and construction phases of work;
- Choosing methods for tunneling, field drilling and construction operations to minimize impact to existing surface and subsurface infrastructures and operations;
- Determining plans and profile of tunnels and shafts
- Determining Soil-Structure Interaction analyses needs and proposed approach for the Project, separated to the tunnel portion and the remainder of the Project.

The description provided for each task should include, as appropriate, the following information:

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

The task scopes and descriptions shall be of such form and in such manner and detail as to divide the work up into manageable segments, and shall facilitate straightforward input of the information into the SFPUC Work Breakdown Structure (WBS) and Project Scheduling Software P6.

The detailed task descriptions provided by the selected Proposer may constitute the scope of services section of the Agreement. Proposers should therefore provide enough information to clearly identify the work to be performed under each task. However, note that modification of tasks or extensive task descriptions submitted by Proposers shall not in any way lessen or eliminate any of the work elements outlined in this RFP.

5.2.7 Project Schedule

The project schedule developed by the Proposer shall meet the timeline outlined in Section 3.2. The Proposer shall provide a CPM schedule and Gantt chart of all tasks and subtasks including sequence, duration, dependencies, milestones, draft design reports, reviews at 35%, 65%, 95%, final design reports, submittal of project documents etc., as applicable, and shall include man-hour estimates for each task that are consistent with the Overhead and Profit Schedule (see Section 5.2.11, the Project Approach, Coordination and Control section of the proposal (see Section 5.2.5 above), and the Task Descriptions section of the proposal (see Section 3.3 above).).

The schedule provided by the selected Proposer will become part of the Agreement. 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 Project Scheduling Software P6.

5.2.8 Team Members

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

Identify staff who will serve as the Key/Lead Team Members, as specified in Section 4.4 of the RFP. Proposer must clearly demonstrate that all Key Team Members meet all the minimum qualification requirements outlined in Section 4.4. Upload resumes (two-page limit) and letters of commitment, where indicated in the Proposal Response Form, for each Key/Lead Team Member, additional experts, and any other critical team members who will assume important responsibilities in the project, so that the Selection Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

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

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP (Section 4.4) for all Key/Lead Team Members. This evidence of required project experience should be listed within the team member's resume or within the Qualifications Summary section for Key/Lead Team Members.

As instructed in the Proposal Response Form, Proposer must upload a letter of commitment from the Key Team Members identified in the proposal. Each letter of commitment shall be 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 that, if the City awards an agreement to the Proposer, he or she commits to work on the Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project at the percentage of work time specified by the Proposer in its proposal. In the absence of a letter of commitment from any identified Key Team member, the City may determine that the Proposer does not have commitment from the identified individual(s) and may reject the proposal as non-responsive.

Please note: It is the expectation of the SFPUC that Key Team Members will be available in person for site visits and key meetings. Therefore, Key Team Members who commit to working from an office within a one (1) hour drive of the SFPUC Headquarters Building at 525 Golden

Gate Ave., San Francisco, CA 94102 are preferred, and will be scored accordingly in the Key Team Members Qualifications portion of the Technical Written Proposal Evaluation found at RFP Section 6.2.1.

5.2.9 Team Organization Chart

As instructed in the Proposal Response Form, attach an Organizational Chart that illustrates the team structure, availability of individuals identified in the proposal, and proposed internal (within consulting team) and external (including City Departments) reporting relationships. Note the firm name and title/role for each team member.

5.2.10 Team Availability

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

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

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

5.2.11 Overhead and Profit Schedule

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

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

A. Applicable Rates/Tasks

For fair comparison purposes, all billing rates shall reflect 2018 billing rates. The selected Proposer will only be allowed to escalate its 2018 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

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

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

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

B. Individual Contractor

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

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

payroll rate, the firm Overhead and Profit Rate applied to the replacement individual's hourly payroll rate must not exceed the Proposal EOPR.

C. Rates and Markups

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

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

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

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

D. Other Direct Costs

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

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC ("out-of-town" shall mean outside the nine (9) Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine and will be granted only with **prior** written approval by SFPUC contract manager

and documentation of the written approval by the SFPUC must be included with the invoice.

- Rental vehicle: traveler must select the most economical type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
- Personal vehicle use: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine (9) Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.
- 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);
- Task related permit fees;
- Task-specific safety equipment; and
- Expedited courier services when requested by SFPUC staff.

Anything not listed above is not eligible for reimbursement and therefore should be included in the Proposer's EOPR if compensation for these expenses is desired. Ineligible expenses include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine (9) Bay Area Counties, and travel from selected Proposer's home office to SFPUC facilities not requested by SFPUC;
- Routine or non-routine travel from Contractor's home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Entertainment expenses;
- Cell phones;
- Home office expenses;

- Telephone calls and faxes originating in the firm’s home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.12 Community Benefits Submittal

5.2.12.1 Community Benefits and Environmental Justice Background and Context

In 2009 and 2011, the SFPUC Commission passed the Environmental Justice and Community Benefits Policies, respectively. These policies guide the agency’s efforts to be a good neighbor to all whose lives or neighborhoods are directly impacted by our operations, programs, and policies. Full text of the 2011 Community Benefits Policy and the 2009 Environmental Justice Policy is available in Appendix B of the RFP.

The SFPUC defines community benefits as those positive effects on a community that result from the operation and improvement of our water, wastewater and power services. The agency defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear the disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC. The SFPUC seeks to prevent and lessen the disproportionate environmental impacts of its activities on communities in all of our service areas. The SFPUC seeks to partner with contractors who share our responsibility to be a good neighbor and deliver concrete positive benefits to the communities, neighborhoods, and residents impacted by the SFPUC.

Proposers are invited to submit a voluntary stand-alone Community Benefits Submittal (“CB Submittal”), detailing the Community Benefits Commitments (“CB Commitments”) it will commit to provide if Proposer is awarded the Agreement. The terms and conditions, instructions for submittal, and evaluation criteria for the CB Submittal are set forth below.

5.2.12.2 Community Benefits Terms and Conditions

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

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

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

5.2.12.3 Community Benefits Submittal Evaluation Criteria and Scoring Process

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists (“Community Benefits Panel”). The CB Submittal is valued at 5% of the total RFP points. For this RFP, the CB Submittal is valued at 50 points under Section 6.2.2 (Written Proposal Evaluation). The evaluation and scoring will be based on the following criteria:

A. Community Benefits Work Approach	20% of total CB Points
B. Project Team/Organization	10% of total CB Points
C. Community Benefits Commitments Table	60% of total CB Points
• Financial Contributions	
• Volunteer Hour Contributions	
• In Kind Contributions	
D. Accountability and Deliverables	5% of total CB Points
E. Statements of Understanding	5% of total CB Points
<hr/>	
Total:	100% of total CB Points

A copy of the CB Submittal Scoring Criteria is available in Appendix B.

5.2.12.4 Instructions for Community Benefits Submittal

The CB Submittal shall not exceed five (5) pages, shall have a minimum of 10 point font, shall have at least one inch margins, and shall include the name of the Proposer and the title of the RFP on each page. Each required section of the CB Submittal proposal must be clearly marked. The required Community Benefits Summary Table can be on the 11X17 page in PDF. The proposal must be submitted by uploading the proposal in SFBid under the “Community Benefits Submittal” section, labeled clearly as the CB Submittal with the name of the Proposer and the title of the RFP.

The CB Submittal must include the following sections:

- A. Community Benefits Work Approach***
- B. Project Team/Organization Information***
- C. Community Benefits Summary Table***
- D. Accountability and Deliverables***
- E. Statement of Understanding***

A. Community Benefits Work Approach

The CB Submittal shall include a description of the Proposer, the Proposer’s overall approach to community benefits and social responsibility, and a detailed explanation of how the Proposer’s CB Commitments will be delivered as part of a cohesive and integrated plan. In the CB Submittal, Proposers may identify projects and/or activities that are consistent with the outcomes described in the SFPUC Community Benefits Policy or may identify other projects and/or activities that the Proposer believes are related to community benefits or environmental justice. For this RFP, Proposers are invited to submit CB Submittals that focus on, but are not limited to, the following priority areas:

- **Workforce Development** – The SFPUC understands the importance of building a strong, diverse, and skilled 21st Century workforce to ensure the region’s economic stability and prosperity, particularly for mission-critical jobs related to SFPUC’s core functions. Successful workforce development strategies may include public-private-community partnerships that focus on identifying workers from impacted areas, removing barriers to employment, providing support services and offering internships and on-the-job training.
- **Economic Development** – The SFPUC is committed to economic development strategies resulting in public-private-community partnerships which promote contracting opportunities with local, small businesses that hire workers from the neighborhood impacted by the project. Successful proposals will ensure that the businesses and workers that make up the local communities where the SFPUC operates and provides services receive economic benefits from the project.

- **Environmental Justice Programs** – The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC. The SFPUC seeks to prevent, mitigate, and lessen the disproportionate environmental impacts of its activities on communities. Successful proposals address environmental justice concerns, improve health outcomes in the community, and support the continued presence of long-term residents and businesses in the community.
- **Education** - The SFPUC is focused on ensuring that students are building a foundation to become the guardians and stewards of the SFPUC water, power, and sewer systems. Successful education proposals may include activities and initiatives that support science and engineering curriculum, involve partnerships with local educational nonprofits and schools, and take into consideration the priorities of the school district.
- **Innovations in Corporate Social Responsibility** – Proposers may have additional innovative or creative programs that incorporate existing company values, and deliver community benefits that are consistent with the SFPUC Community Benefits Policy outcomes. Proposed commitments in this area should clearly state evidence of successful innovations, and how the program(s) will benefit the communities served by the SFPUC.

Any CB Commitments to which the Proposer voluntarily commits should benefit the communities, neighborhoods, and/or residents served or impacted by the SFPUC. Currently, the SFPUC service area includes the following counties: Tuolumne, Mariposa, Stanislaus, San Joaquin, San Francisco, Alameda, San Mateo, and Santa Clara. The Proposer’s community benefits must be invested in the specific community or neighborhood impacted by the Agreement, in this case, the Mission District in City and County of San Francisco. All CB Commitments must support nonprofit, charitable, or related activities. CB Commitments shall not go to, nor benefit, any City department or employee. CB Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g. local hire, LBE requirements, environmental mitigation, etc).

B. Project Team/Organization

The Proposer shall include a list of the role(s) of individuals that will be responsible for implementation of the CB Commitments. The Proposer shall detail the following for each team member: (1) qualifications, (2) specific responsibilities, (3) decision making authority, and (4) relevant contact information, including phone number and email address. The Proposer must identify a Community Benefits Executive in Charge and a Community Benefits Coordinator. The Community Benefits Executive in Charge will manage the implementation of the CB Submittal, provide fiduciary oversight, and ensure that the proposed CB activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The Community Benefits Coordinator shall organize, plan, track, and report on the

progress of all CB activities. The Executive in Charge is responsible for coordinating the senior management of the Proposer’s subconsultants to provide benefits to the community should such subconsultants choose to participate.

C. Community Benefits Commitments

The Proposer shall summarize the CB Submittal in a table or spreadsheet (“Community Benefits Summary Table”) that includes a description, as applicable, of: 1) the community benefit activity; 2) expected outcomes; 3) timetable and duration of the CB Commitments; and 4) dollar amount of direct contributions, number and cost of volunteer hours and in-kind contributions that will be committed to each specific initiative, as well as for the total contribution amount for the term of the Agreement using the table below. The standard rate for volunteer hours for this RFP is \$150/hr.

Community Benefits Summary Table

				(A)	(B)	(C)	(D)	(E)	(F)
Community Benefits Priority Area (choose from above)	Description of Community Benefits Initiative or Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized)	Total Value of Volunteer Hours (B x C)	In-Kind Contributions	Total Contributions (A + D + E)
1.				\$	Hrs	\$150/hr	\$	\$	\$
2.				\$	Hrs	\$150/hr	\$	\$	\$
TOTAL				\$	Hrs		\$	\$	\$

D. Accountability and Deliverables

The Proposer shall provide a description of the accountability methods to ensure that the proposed CB Commitments will be delivered in a transparent and accountable manner. To maximize transparency and accountability, Proposer must propose a process to assist the SFPUC with independently verifying that such funds and resources are delivered to the intended beneficiaries.

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

1. Selected Proposer: Community Benefits Plan and Timeline

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

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

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

2. Selected Proposer: Community Benefits Commitments and Reporting

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

E. Statements of Understanding

The Proposer must acknowledge in their CB Submittal that they understand the following:

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

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

5.2.13 CMD Local Business Enterprise Forms

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

5.2.14 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

- 1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix F. See RFP Section 10.3 for more information.
- 2) Other Required City Forms: Attach the completed Business Tax Declaration, Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices G, H, I, and J, respectively. See RFP Sections 10.4, 10.5, 10.6, and 10.8 for more information.
- 3) Release of Liability Form included in Appendix K.
- 4) 12X Certification Form included in Appendix M.

6 Evaluation and Selection Criteria

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

6.1 Initial Screening

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix A, Professional Services Agreement (P-600)).

Proposals are not scored during the Initial Screening process. Initial Screening is simply a pass/fail determination as to whether a proposal meets the threshold requirements described above. A proposal that fails to meet these requirements will not be eligible for consideration in the Overall Evaluation Process described in Section 6.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Screening requirements. Clarifications are limited exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the proposal, and will not provide a Proposer the opportunity to revise or modify its proposal.

6.2 Overall Evaluation Process

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

Technical Written Proposal	500
Community Benefits Submittal	50
Oral Interview	350
Overhead and Profit Schedule	100
TOTAL	1000

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

The Selection Panel, including the Technical Panel and the Community Benefits 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 three hundred (300) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than three hundred (300) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four (4) ranked Proposers will be short-listed to continue on with oral interviews.

6.2.1 Technical Written Proposal Evaluation

The assigned CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the written proposal score, if applicable. Final written proposal scores will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposal Requirements and Format	5.2	40
Proposer Qualifications and Soil-Structure Interaction Analysis Team Qualifications	4.1, 4.2, 4.3, and 5.2.3	100
Key Team Member Qualifications	4.4, 5.2.3, and 5.2.8	120
Reference Projects	5.2.4	20
Work Approach and Tasks	5.2.5 and 5.2.6	190
Project Schedule	5.2.7	20
Proposer Team Organizational Chart	5.2.99	10
Total Points:		500

6.2.2 Community Benefits Submittal

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists (“Community Benefits Panel”). The evaluation and scoring will be based on the following criteria:

EVALUATION CRITERIA	RFP SECTION	POINTS
Community Benefits Work Approach	5.2.12.4.A	10
Project Team/Organization	5.2.12.4.B	5
Community Benefits Commitments (table)	5.2.12.4.C	30
Accountability and Deliverables	5.2.12.4.D	2.5
Statements of Understanding	5.2.12.4.E	2.5
Total Points:		50

6.2.3 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers’ key team members and to exclude, for example, sub-consultants on multiple teams and/or individuals not listed in the Proposal, so Proposers should plan accordingly.

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

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

6.2.4 Overhead and Profit Schedule Evaluation

Proposers will be scored based on their proposed Effective Overhead and Profit Rate (EOPR, or “average multiplier”) for this Project.

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

A Proposer will receive up to **100** points for the Overhead and Profit based on the following table:

Effective Overhead and Profit Rate (EOPR, or “Average Multiplier”)	Point(s)
< or equal to 2.80	100
2.81-2.84	90
2.85-2.88	80
2.89-2.92	70
2.93-2.96	60
2.97-3.00	50
3.00-3.04	40
3.05-3.09	30
3.10-3.15	20
3.16-3.20	10
> 3.20 *	0

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

The CMD Contract Compliance Officer assigns a rating bonus to the combined OPS score, if applicable. The OPS Scores, or CMD-adjusted Fee Schedule scores (if applicable), will then be tabulated.

6.3 Final Scoring

The SFPUC will tabulate written proposal, community benefits submittal, oral interview, and OPS scores and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on.

The Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners that the Agreement be awarded to the highest-ranked Proposer to perform the requested services. 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 the Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original selected Proposer for damages.

Once the Agreement is complete and after obtaining all the necessary City approvals, the Agreement will be executed and certified, and a Notice of Contract Award (NCA) will be issued to the selected Proposer.

7.2 Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to its terms and conditions.

7.3 Agreement Administration

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

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

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$110,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the commission then adopts a resolution awarding the contract.

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in this RFP. The City is not obligated to issue addenda in response to any request submitted after 4/13/2018.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. With the exception of CMD or City contracting inquiries, no questions or requests for interpretation will be accepted after 4/13/2018.

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

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

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

8.3 Interpretation and Addenda/Change Notices

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the [SFBid website](#).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the [SFBid website](#). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

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

a) An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda). If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered.

b) Objections must be delivered to:

San Francisco Public Utilities Commission
Contract Administration Bureau

RE: PUC.PRO.0101 Tunnel Engineering Services for the Folsom Area Stormwater
Improvement Project

525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

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

e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.

f) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

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

8.5 Term of Proposal

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

8.6 Revision of Proposal

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

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

A Proposer may withdraw his/her offer by submitting a written request for its withdrawal to the City, signed by a representative of the Proposer in accordance with the signature requirements stated above, prior to the date and time specified as the deadline for submission of proposals. The Proposer may, therefore, submit a new proposal prior to the proposal submission time.

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

8.7 Errors and Omissions in Proposal

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

8.8 Financial Responsibility

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

8.9 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

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

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

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

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

8.10 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.

8.11 Public Access to Meetings and Records

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

8.12 Reservations of Rights by the City

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

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

8.13 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.

9 Contract Monitoring Division (CMD) Requirements

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

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

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is:

8%

Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subconsulting work on this Project is as follows:

MBE: 3.3%

WBE: 1.2%

OBE: 3.5%

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

Proposers are further advised that they may not discriminate in the selection of Subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE Subconsultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE Subconsultants solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be

required to determine the responsiveness of the proposal. LBEs identified as Subconsultants must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the Proposer (Prime Consultant) prior to listing them as Subconsultants in the proposal. Any proposal that does not meet the requirements of this paragraph may be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8 (D) and (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 1B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds by 35% of the established LBE subconsulting participation requirement for the Project, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E).

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2, and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting participation requirements can only be met with CMD-certified Micro and Small LBEs located in San Francisco, unless the RFP allows for SBA-LBE Subconsultants to count towards the LBE participation requirement. Proposers should note that the LBE subconsulting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

9.1.2 LBE Prime/JV Participation

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

Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this Project for any Proposers who are certified by CMD as a Micro or Small- LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 581-2310.

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% rating bonus to a Micro or Small-LBE; or a joint venture between or among Micro or Small LBEs; or
- b) A 5% rating bonus to a joint venture with Micro and/or Small-LBE participation that equals or exceeds 35% (but is less than 40%); or

- c) A 7.5% rating bonus to a joint venture with Micro and/or Small-LBE participation that equals or exceeds 40%

If applying for a rating bonus as a joint venture: the Micro and/or Small-LBE must be an active partner in the joint venture and perform work; manage the job and take financial risks in proportion to the required level of participation stated in the proposal; and must be responsible for a clearly defined portion of the work to be performed; and share in the ownership; control, management responsibilities, risks, and profits of the joint venture. The portion of the Micro and/or Small-LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The Micro and/or Small-LBE joint venture's portion of the contract must be assigned a commercially useful function.

SBA-LBE Bid Discount/Rating Bonus

Pursuant to Chapter 14B, the following rating bonus will be in effect for the selection process for this contractor, and proposers who are certified by CMD as a SBA-LBE. A 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a JV with LBE participation.

9.1.3 LBE Forms

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2:

- Form 2A – CMD Contract Participation
- Form 2B – CMD “Good Faith Outreach” Requirements Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form. If these forms are not returned with the response package, the response package may be determined to be non-responsive and may be rejected.

Failure to complete, sign and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to LaKysa Cummings, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3136 or Lakysha.cummings@sfgov.org.

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 581-2310 or by visiting the CMD website at

<http://www.sfgov.org/cmd>.

9.2 Chapters 12B and 12C Requirements (Equal Benefits)

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

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

10 Additional City Requirements

10.1 Insurance Requirements

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

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

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

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

All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages, except for non-payment of premiums for which no fewer than ten (10) calendar days' advance notice shall be provided to the City, unless otherwise approved by the City. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

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

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

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

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a subconsultant will be used to complete any portion of the agreement, the Proposer shall ensure that the subconsultant shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Proposer listed as additional insureds.

10.2 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 A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 10 in the attached Agreement.

10.3 Nondiscrimination in Contracts and Benefits

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

10.4 Minimum Compensation Ordinance for Employees (MCO)

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

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at www.sfgov.org/olse/mco. Note that the hourly gross compensation rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. See Article 10 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance (HCAO)

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

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

10.6 First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415)701-4848.

10.7 City Vendor and Subconsultant Registration

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

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

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

Selected Proposers must become Approved Suppliers, and Subconsultants must be registered, **within two weeks** of the posting of the highest-ranked Proposer.

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the 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. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>

10.9 Conflicts of Interest

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

10.10 Administrative Code 14B Reporting Requirements

Pursuant to Administrative Code Sections 14B, prime consultants and all subconsultants who are awarded contracts as a result of the bid process are required to use the Elation secure web-based Local Business Enterprise Utilization Tracking System (LBEUTS) to submit payment information including invoices and other related information. The Contract Monitoring Division (CMD) will use this information to monitor compliance with the 14B LBE Ordinance. For more information, please visit: www.sfgov.org/LBEUTS

10.11 Administrative Code Chapter 12X Requirements

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against lesbian, gay, bisexual, and transgender (LGBT) populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers, which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City. A list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>. Each Proposer must certify compliance with this requirement as directed (see Appendix M).

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (i.e., fails to meet Minimum Qualifications Requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has unfairly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

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

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

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

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

11.2 Protest of Agreement Award

As soon as the Proposer rankings are finalized, the SFPUC will post final rankings on the SFBid website.

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC by 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's posting of the Proposer's ranking; the City will not consider untimely protests.

11.3 Delivery of Protests

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

San Francisco Public Utilities Commission
Contract Administration Bureau
RE: PUC.PRO.0101 Tunnel Engineering Services for the Folsom Area Stormwater
Improvement Project
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

12 Conflict of Interest

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

12.1 Obligations

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, sub-consultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various sub-consultants is available for reference to consultants making their own determination of potential conflicts. Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, 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.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management , and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
 - a) **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
 - b) **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm 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 its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.

9. **Alternative Delivery.** To the extent that an alternative delivery method is used, e.g., design-build or construction manager/general contractor, the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services.** Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12.3 Other General Restrictions Applicable to this RFP

A firm cannot be a Prime Consultant or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Consultant or JV Partner (Lead or Non-lead) intends to be listed as a subconsultant on another competing proposal, the Prime Consultant or JV Partner must fully disclose such intent to the affected parties 30 days prior to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals. A Prime Consultant or JV Partner cannot participate in more than one interview. A subconsultant or individual on more than one (1) proposing team cannot participate in the interview.

12.4 Consultation with Counsel

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

13 Acronyms and Abbreviations

- CEQACalifornia Environmental Quality Act
- CM.....Construction Management
- CMD.....Contract Monitoring Division
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CSPE.....Consultant Services Performance Evaluation
- EOPR.....Effective Overhead and Profit Rate
- FSHP.....First Source Hiring Program
- HCAOHealth Care Accountability Ordinance
- IRSInternal Revenue Service
- JVJoint Venture
- LBE.....Local Business Enterprise
- LOSLevel of Service
- MCOMinimum Compensation Ordinance
- NTPNotice to Proceed
- O&M.....Operations & Maintenance
- ODC.....Other Direct Cost
- OPSOverhead and Profit Schedule
- PLA.....Project Labor Agreement
- RFIRequest for Information
- RFP.....Request for Proposals
- ROWRight-of-Way
- SFPUCSan Francisco Public Utilities Commission
- SOPStandard Operating Procedure
- SSISoil-Structure Interaction
- WBS.....Work Breakdown Structure

WWE.....Wastewater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-600)
- B. Community Benefits Program Supporting Documents
- C. Overhead and Profit Schedule (OPS) Template (Excel file)
- D. Proposer Commitment Matrix
- E. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
 - e. Form 5 – CMD Employment Form
- F. Equal Benefits Ordinance 12B-101 Form—San Francisco Administrative Code Chapters 12B & 12C Declaration: Non-Discrimination in Contracts and Benefits
- G. Business Tax Declaration
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Release of Liability Form
- L. Consultant Services Performance Evaluation Procedure
- M. 12X Certification Form



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

Addendum One

To

Request for Proposals



Agreement No. PUC.PRO.0101

**TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER
IMPROVEMENT PROJECT**

ADDENDUM ONE PUBLICATION DATE:

APRIL 13, 2018



**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue
San Francisco, CA 94102**

****Please note that revisions are made in ~~strikethrough~~ and in red.****

CHANGE NUMBER 1, *starting on page 2 of the RFP:*

1.2 Tentative RFP Schedule

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

Advertisement of RFP	3/26/2018
Pre-Submittal Conference	4/10/2018
Site Visit	4/10/2018
Deadline for Proposers to Submit Questions	4/13/2018 4/17/2018
Deadline for Proposers to Submit Proposals	5/4/2018
Posting of Proposer Shortlist	6/1/2018
Oral Interview	6/15/2018
Posting of Final Ranking	6/21/2018
Public Utilities Commission Authorization to Execute Agreement.....	7/24/2018
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	8/1/2018
Notice of Award of Agreement	8/31/2018

CHANGE NUMBER 2, *starting on page 8 of the RFP*

2.4 Folsom Area Stormwater Improvement Project

In addition to the tunnel infrastructure, other upstream sewer improvements to be constructed by conventional cut-and-cover methods are also required to divert flow towards the new tunnel infrastructure. Design of these additional cut-and-cover elements, and any cut-and-cover elements between tunnel segments and their corresponding connections, are within the City’s workscope, and unless otherwise noted in this RFP, are excluded from this RFP. The Proposer will provide the design of temporary and permanent tunnel elements, such as shaft shoring, access structure(s), and the final connection to the Channel Consolidated Transport/Storage Box, should they be included as components in the final design. Refer to Figure 1 for project elements. **Refer also to Appendix N Additional Background Information for reference drawings of Channel Consolidated Transport/Storage Box and Division Street Box (which includes Treat Street Sewer).**

CHANGE NUMBER 3, *starting on page 21 of the RFP*

3.4 – Task 5 Seismic, Geotechnical & Hazardous Materials Investigation and Site Characterization

Define and implement, with the City’s input, a geotechnical investigation and site

characterization program to determine required design parameters and to assess ground and groundwater conditions for the Project to the extent necessary to reduce uncertainty to a level that is sufficient for design. Proposer to provide proposed delivery schedule for all deliverables. The program shall take into account any previous work, investigations, and input from the City's geotechnical engineer to determine the number of tests and samples required before commencing the work.

For purposes of this RFP, Proposer to assume 16 borings for geotechnical and environmental sampling FOR THE UPSTREAM COMPONENTS to an approximate depth of 35'. Proposer to include 8 additional borings for environmental sampling FOR THE UPSTREAM COMPONENTS to an approximate depth of 20'. Proposer to also consider how many borings may need to extend to rock for SSI analysis purposes.

It is up to the Proposer to determine the quantity of borings for the tunnel portion of work.

Actual quantity, location, and depth of geotechnical and environmental sampling borings may change during design, and the City will provide further input once a Proposer has been selected. The geotechnical investigation and site characterization program for the Project, including City/other agencies ROW, shall include, but not be limited to, the items listed below.

CHANGE NUMBER 4, *starting on page 39 of the RFP:*

4.4.2 Lead Tunnel Engineer

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

- A minimum of fifteen (15) years of experience in the design of large underground sewer infrastructure, including at least three (3) large **sewerage water, wastewater, or stormwater** tunnels (at least of the size, type, and scope of services specified in this RFP) and shafts in mixed ground conditions (including soft ground and bay mud) below the water table employing tunnel boring machine with a precast concrete segmented lining or other recommended designs pertinent to this subject project's conditions within high seismic zones.

CHANGE NUMBER 5, *starting on page 39 of the RFP:*

4.4.3 Structural Engineer

To qualify as the Structural Engineer for this RFP, an individual must possess the following:

- A minimum of ten (10) years of experience in the design and construction of large underground sewer infrastructure, including shafts for at least two (2) large

sewerage water, wastewater, or stormwater projects of at least the size, type, and scope of services specified in this RFP within high seismic zones.

CHANGE NUMBER 6, *starting on page 46 of the RFP:*

5.2.5 Project Approach, Coordination and Control

Proposer must describe the overall project approach that your team proposes to use to successfully carry out this Project. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (QA/QC);
- Approach for monitoring expended labor hours and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential design, environmental and/or construction issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
- Special expertise to be provided for the various services requested;
- Approach and procedures for contending with the public in adversarial or difficult situations;
- Location where the work is to be managed and location where each component of the work is to be performed;

Proposer may, but is not required to, upload an exhibit where prompted in the SFBid Proposal Response form to illustrate work locations.

CHANGE NUMBER 7, *starting on page 48 of the RFP:*

5.2.6 Tasks

The detailed task descriptions provided by the selected Proposer may constitute the scope of services section of the Agreement. Proposers should therefore provide enough information to clearly identify the work to be performed under each task. However, note that modification of

tasks or extensive task descriptions submitted by Proposers shall not in any way lessen or eliminate any of the work elements outlined in this RFP.

Proposer may, but is not required to, upload an exhibit where prompted in the SFBid Proposal Response form to illustrate locations of borings.

CHANGE NUMBER 8, *starting on page 49 of the RFP:*

5.2.11 A. Applicable Rates/Tasks

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. The EOPR shall not exceed 3.20. The maximum billing rate is \$~~220~~**250**/hour.

CHANGE NUMBER 9, *starting on page 65 of the RFP:*

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. With the exception of CMD or City contracting inquiries, no questions or requests for interpretation will be accepted after ~~4/13/2018~~ **4/17/2018**.

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

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

CHANGE NUMBER 10, *starting on page 87 of the RFP:*

14 List of Appendices

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

- A. Professional Services Agreement (P-600)
- B. Community Benefits Program Supporting Documents

- C. Overhead and Profit Schedule (OPS) Template (Excel file)
- D. Proposer Commitment Matrix
- E. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
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- F. Equal Benefits Ordinance 12B-101 Form—San Francisco Administrative Code Chapters 12B & 12C Declaration: Non-Discrimination in Contracts and Benefits
- G. Business Tax Declaration
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- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement **(Rev. 1)**
- K. Release of Liability Form **(Rev. 1)**
- L. Consultant Services Performance Evaluation Procedure
- M. 12X Certification Form

N. Additional Background Information

CHANGE NUMBER 11, *Appendix J First Source Hiring Program Agreement:*

Replace **Appendix J First Source Hiring Program Agreement** with **Appendix J First Source Hiring Program Agreement (Rev. 1)**.

CHANGE NUMBER 12, *Appendix K Release of Liability Form:*

Replace **Appendix K Release of Liability Form** with **Appendix Appendix K Release of Liability Form (Rev. 1)**.

CHANGE NUMBER 13: *Appendix N Additional Background Information:*

Appendix N Additional Background Information has been added to the RFP.

END OF DOCUMENT



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

Addendum Two

To

Request for Proposals



Agreement No. PUC.PRO.0101

**TUNNEL ENGINEERING SERVICES FOR THE FOLSOM AREA STORMWATER
IMPROVEMENT PROJECT**

ADDENDUM TWO PUBLICATION DATE:

APRIL 19, 2018



**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue
San Francisco, CA 94102**

****Please note that revisions are made in ~~strikethrough~~ and in red.****

CHANGE NUMBER 1, starting on page 2 of the RFP:

1.2 Tentative RFP Schedule

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

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Site Visit	4/10/2018
Deadline for Proposers to Submit Questions	4/17/2018
Deadline for Proposers to Submit Proposals	5/4/2018 5/7/2018 at 2:00PM
Posting of Proposer Shortlist	6/1/2018
Oral Interview	6/15/2018 6/18/2018
Posting of Final Ranking	6/21/2018
Public Utilities Commission Authorazation to Execute Agreement.....	7/24/2018
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	8/1/2018
Notice of Award of Agreement	8/31/2018

CHANGE NUMBER 2, *SFBid Proposal Response Form – PROJECT APPROACH, COORDINATION AND CONTROL Section has been modified to include a new optional file upload field to allow Proposers to provide exhibits to illustrate work locations.*

CHANGE NUMBER 3, *SFBid Proposal Response Form – TASKS Section has been modified to include a new optional text field to allow Proposers to provide additional text related to their Task Approach in light of character limits in the Tasks table.*

CHANGE NUMBER 4, *SFBid Proposal Response Form –TASKS Section has been modified to include a new optional file upload field to allow Proposers to provide exhibits to illustrate locations of borings.*

CHANGE NUMBER 5, *SFBid Proposal Response Form – TEAM MEMBERS Section has been modified to include a new optional file field to allow Proposers to provide résumés and letters of commitment for additional experts and critical team members not designated as “Key”.*

END OF DOCUMENT

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 18-0154

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires the assistance of a professional engineering firm to perform tunnel engineering services for a proposed Folsom Area Stormwater Improvement Project (Project); and

WHEREAS, It is necessary to procure the services of a qualified professional engineering firm to provide specialized tunnel engineering services to supplement SFPUC staff for this proposed Project; and

WHEREAS, The estimated cost of services is \$5,700,000; and

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

WHEREAS, Services are anticipated to begin in September 2018 and end in March 2020 and the duration of this agreement is 18 months; and

WHEREAS, SFPUC and Contract Monitoring Division (CMD) staff, upon review of the scores, have determined that McMillen Jacobs Associates/Stantec Joint Venture is the highest-ranking firm based on the established scoring criteria; and

WHEREAS, CMD established an 8% Local Business Enterprise (LBE) subconsultant participation requirement on this project and McMillen Jacobs Associates/Stantec JV committed to LBE subconsultant participation of 8.6%; and

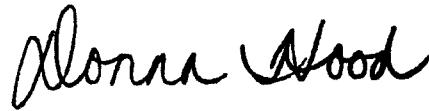
WHEREAS, Failure to reach successful agreement on contract terms and conditions within 30 days of the date of the Commission award may result in award of the contract to the next highest ranked proposer, or re-advertising and re-selecting consultants at the discretion of the City; and

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

WHEREAS, Funds for Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project are available from SSIP-Funded Capital Project CWSIPFCDB14 – Folsom Area Stormwater Improvement Project; now, therefore, be it

RESOLVED, That this Commission hereby approves the selection of McMillen Jacobs Associates/Stantec Joint Venture and awards SSIP-funded Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, and authorizes the General Manager of the SFPUC to negotiate and execute a professional services agreement for a total amount not to exceed \$5,700,000 and with a duration of 18 months, or, in the event negotiations are not successful or City requirements are not satisfied, to negotiate and execute a professional services agreement with the next highest ranked proposer.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of September 25, 2018.

A handwritten signature in black ink that reads "Donna Wood". The signature is written in a cursive style with a horizontal line underneath the name.

Secretary, Public Utilities Commission

**PUBLIC UTILITIES
COMMISSION**

City and County of San Francisco

RESOLUTION NO. 20-0188

WHEREAS, On September 25, 2018, pursuant to Resolution No. 18-0154, this Commission awarded Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, to provide specialized and technical tunnel engineering services for the Folsom Area Stormwater Improvement Project (Project), and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute a professional services agreement with an amount not-to-exceed \$5,700,000 and a duration of 18 months (one year, six months), with McMillen Jacobs Associates/Stantec, Joint Venture (JV); and

WHEREAS, During the initial design process, the design team discovered previously unknown existing underground foundations that supported the US-101 freeway within the tunnel alignment; and

WHEREAS, On May 19, 2020, pursuant to the authority granted by Resolution No. 09-0017, the General Manager issued Amendment No. 1, extending the agreement by 4 months, to allow the design team to explore and clarify the possible paths moving forward, begin evaluating the risks associated with the paths, and start preparing a more thorough second amendment to resolve the conflict with the foundations, extending the agreement duration to 22 months, with no change to the agreement amount; and

WHEREAS, Amendment No. 2 is being requested to increase the agreement amount by \$4,000,000, and to extend the term of the agreement by 14 months (one year, two months), to account for unforeseen conflicts in the design, to evaluate two design alternatives based on their technical merits and expected risks, and allow McMillen Jacobs Associates/Stantec, JV, to continue with the tunnel design for the Project, increasing the total not-to-exceed agreement amount to \$9,700,000 and extending the agreement duration to 36 months (three years); and


WHEREAS, CMD established an 8% Local Business Enterprise (LBE) subconsultant participation requirement on this project and McMillen Jacobs Associates/Stantec JV committed to LBE subconsultant participation of 8.6%; and

WHEREAS, Funds for Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project are available from SSIP-Funded Capital Project CWWSSIPFCDB 14 - Folsom Area Stormwater Improvement Project; now, therefore, be it

RESOLVED, That this Commission hereby approves Amendment No. 2 to Wastewater Enterprise, Sewer System Improvement Program-funded Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, with McMillen Jacobs Associates and Stantec, Joint Venture, to continue to provide specialized tunnel engineering services; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager of the San Francisco Public Utilities Commission to negotiate and execute Amendment No. 2, increasing the agreement amount by \$4,000,000, and extending the agreement duration by 14 months (one years, two months), for a total not-to-exceed agreement amount of \$9,700,000, and a total agreement duration of 36 months (three years).

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 25, 2020.

A handwritten signature in black ink that reads "Donna Wood". The signature is written in a cursive style with a horizontal line underneath the name.

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 21-0129

WHEREAS, On September 25, 2018, pursuant to Resolution No. 18-0154, this Commission awarded Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, to provide specialized and technical tunnel engineering services for the Folsom Area Stormwater Improvement Project, and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute a professional services agreement in the amount of \$5,700,000 and with a term of 18 months, with McMillen Jacobs Associates/Stantec, Joint Venture (JV); and

WHEREAS, During the initial design process, the design team discovered previously unknown existing underground foundations that supported the Caltrans US-101 freeway within the tunnel alignment; and

WHEREAS, On May 19, 2020, pursuant to the authority delegated to the General Manager by Resolution No. 09-0017, the General Manager issued Amendment No. 1, extending the agreement by four months, to allow the design team to explore and clarify the possible alternatives moving forward, begin evaluating the risks associated with those alternatives, and start preparing a more thorough second amendment to resolve the conflict with the foundations, for a total agreement duration of 22 months, with no change to the agreement amount; and

WHEREAS, On August 25, 2020 by Resolution No. 20-0188, this Commission approved Amendment No. 2, increasing the agreement amount by \$4,000,000, and extending the agreement duration by 14 months, to account for unforeseen challenges in the proposed Project design, to evaluate two design alternatives based on their technical merits and expected risks, and allow McMillen Jacobs Associates/Stantec, JV, to continue with the tunnel design for the proposed Project, increasing the total not-to-exceed agreement amount to \$9,700,000 for a total agreement duration of 36 months; and

WHEREAS, Amendment No. 3 is being requested to extend the term of the agreement by 19 months, to account for delays in obtaining the right-of-way agreements that are needed for the proposed Project, for a total agreement duration of 55 months, with no change to the agreement amount; and

WHEREAS, CMD established an 8% Local Business Enterprise (LBE) subconsultant participation requirement for this agreement, and McMillen Jacobs Associates/Stantec JV committed to LBE subconsultant participation of 8.6% with their proposal, and this remains unchanged; and

WHEREAS, Funds for Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project are available from SSIP-Funded Capital Project CWSIPFCDB 14 - Folsom Area Stormwater Improvement Project; now, therefore, be it

RESOLVED, That this Commission approves Amendment No. 3 to Wastewater Enterprise, Sewer System Improvement Program-funded Agreement No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, with McMillen Jacobs Associates and Stantec, JV, to continue to provide specialized and technical services; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to execute Amendment No. 3 to extend the agreement duration by 19 months, for a total agreement duration of 55, months with no change to the agreement amount.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 10, 2021.

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

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 23-0069

WHEREAS, On September 25, 2018, by Resolution No. 18-0154, this Commission awarded Contract No PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project (Project), and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services contract, with an amount not-to-exceed \$5,700,000, and with a duration of one year and six months, with McMillen Jacobs Associates/Stantec, JV (MJA/S, JV); and

WHEREAS, On May 19, 2020, Amendment No. 1, issued under the General Manager's delegated authority by Resolution No. 09-0017, extended the contract by four months to account for unforeseen conditions due to discovery of underground foundations supporting Caltrans' US-101 freeway within the tunnel alignment and to allow the design team to estimate the cost for additional alternatives analysis and the engineering work required to modify the Caltrans foundations, extending the contract duration to one year and ten months, with no change to the contract amount; and

WHEREAS, On August 25, 2020, by Resolution No. 20-0188, this Commission approved Amendment No. 2, increasing the contract amount by \$4,000,000, and extending the contract duration by one year and two months, to provide design services to address unforeseen conditions (discovery of US-101 foundations within the tunnel alignment), to evaluate two design alternatives based on their technical merits and expected risks, and allow MJA/S, JV, to continue with the tunnel design for the proposed Project, for a total not-to-exceed contract amount of \$9,700,000 and a total contract duration of three years; and

WHEREAS, On August 10, 2021, by Resolution No. 21-0129, this Commission approved Amendment No. 3, extending the contract by one year and 7 months, to account for delays in obtaining the right-of-way contracts needed for the proposed Project, for a total contract duration of four years and seven months, with no change to the contract amount; and

WHEREAS, Staff recommends approval of proposed Amendment No. 4, to extend the contract duration by six months, to allow time to prepare more detailed budgetary information for Caltrans-requested design requirements, for a total contract duration of five years and one month, with no change to the contract amount; and

WHEREAS, The Contract Monitoring Division (CMD) established a Local Business Enterprise (LBE) subconsultant participation requirement of 8% for this contract, and MJA/S, JV committed to a LBE sub-consulting participation of 8.6% with their proposal, and this remains unchanged; and

WHEREAS, On September 23, 2021, the San Francisco Planning Department determined the Project to be categorically exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines section 15302, Class 2 (Replacement or Reconstruction) and CEQA Guidelines section 15303, Class 3 (New Construction or Conversion of Small Structures) under Case Number 2021-002217ENV; and

WHEREAS, On November 10, 2021, the California Regional Water Quality Control Board issued a clean-up and abatement order R2-2021-0021 that mandates the completion of the Project by June 30, 2027; and

WHEREAS, Funds for this contract are available from Project No. CWWSIPFCDB 14 - Folsom Area Stormwater Improvement Project; now, therefore, be

RESOLVED, That this Commission hereby approves Amendment No. 4 to Contract No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, with MJA/S, JV, to continue providing specialized technical services; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to execute Amendment No. 4, extending the contract duration by six months, for a total contract duration of five years and one month, with no change to the contract amount.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting April 11, 2023.


Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 23-0069

WHEREAS, On September 25, 2018, by Resolution No. 18-0154, this Commission awarded Contract No PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project (Project), and authorized the General Manager of the San Francisco Public Utilities Commission (SFPUC) to negotiate and execute a professional services contract, with an amount not-to-exceed \$5,700,000, and with a duration of one year and six months, with McMillen Jacobs Associates/Stantec, JV (MJA/S, JV); and

WHEREAS, On May 19, 2020, Amendment No. 1, issued under the General Manager's delegated authority by Resolution No. 09-0017, extended the contract by four months to account for unforeseen conditions due to discovery of underground foundations supporting Caltrans' US-101 freeway within the tunnel alignment and to allow the design team to estimate the cost for additional alternatives analysis and the engineering work required to modify the Caltrans foundations, extending the contract duration to one year and ten months, with no change to the contract amount; and

WHEREAS, On August 25, 2020, by Resolution No. 20-0188, this Commission approved Amendment No. 2, increasing the contract amount by \$4,000,000, and extending the contract duration by one year and two months, to provide design services to address unforeseen conditions (discovery of US-101 foundations within the tunnel alignment), to evaluate two design alternatives based on their technical merits and expected risks, and allow MJA/S, JV, to continue with the tunnel design for the proposed Project, for a total not-to-exceed contract amount of \$9,700,000 and a total contract duration of three years; and

WHEREAS, On August 10, 2021, by Resolution No. 21-0129, this Commission approved Amendment No. 3, extending the contract by one year and 7 months, to account for delays in obtaining the right-of-way contracts needed for the proposed Project, for a total contract duration of four years and seven months, with no change to the contract amount; and

WHEREAS, Staff recommends approval of proposed Amendment No. 4, to extend the contract duration by six months, to allow time to prepare more detailed budgetary information for Caltrans-requested design requirements, for a total contract duration of five years and one month, with no change to the contract amount; and

WHEREAS, The Contract Monitoring Division (CMD) established a Local Business Enterprise (LBE) subconsultant participation requirement of 8% for this contract, and MJA/S, JV committed to a LBE sub-consulting participation of 8.6% with their proposal, and this remains unchanged; and

WHEREAS, On September 23, 2021, the San Francisco Planning Department determined the Project to be categorically exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines section 15302, Class 2 (Replacement or Reconstruction) and CEQA Guidelines section 15303, Class 3 (New Construction or Conversion of Small Structures) under Case Number 2021-002217ENV; and

WHEREAS, On November 10, 2021, the California Regional Water Quality Control Board issued a clean-up and abatement order R2-2021-0021 that mandates the completion of the Project by June 30, 2027; and

WHEREAS, Funds for this contract are available from Project No. CWWSIPFCDB 14 - Folsom Area Stormwater Improvement Project; now, therefore, be

RESOLVED, That this Commission hereby approves Amendment No. 4 to Contract No. PRO.0101, Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project, with MJA/S, JV, to continue providing specialized technical services; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to execute Amendment No. 4, extending the contract duration by six months, for a total contract duration of five years and one month, with no change to the contract amount.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting April 11, 2023.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 23-0119

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) requires an improved collection system capacity and increased flood resilience during wet weather months within the area around 17th and Folsom Streets in the City and County of San Francisco to comply with the California Regional Water Quality Control Board Clean-up and Abatement Order R2-2021-0021; and

WHEREAS, On September 25, 2018, by Resolution No. 18-0154, this Commission awarded Contract No. PRO.0101, Tunnel Engineering Services of the Folsom Area Stormwater Improvement Project, with an amount not-to-exceed \$5,700,000, and with a duration of one year and six months, with McMillen Jacobs Associates/Stantec, Joint Venture (MJA/S); and

WHEREAS, On May 19, 2020, the General Manager executed Modification No. 1 to Contract No. Contract No. PRO.0101, Tunnel Engineering Services of the Folsom Area Stormwater Improvement Project, increasing the contract duration by four months to account for unforeseen conditions due to discovery of underground foundations supporting Caltrans' US-101 freeway within the tunnel alignment and to allow the design team to estimate the cost for additional alternatives analysis and the engineering work required to modify the Caltrans foundations, extending the contract term to one years and ten months, with no change to the Contract amount; and

WHEREAS, On August 25, 2020, by Resolution No. 20-0188, the Commission approved Modification No. 2 to Contract No. Contract No. PRO.0101, Tunnel Engineering Services of the Folsom Area Stormwater Improvement Project, increasing the contract amount by \$4,000,000 and extending the contract duration by one year two months, to provide design services to address unforeseen conditions (discovery of US-101 foundations within the tunnel alignment), to evaluate two design alternatives based on their technical merits and expected risks, and allow MJA/S to continue with the tunnel design for the proposed Project, increasing the total not-to-exceed contract amount to \$9,700,000, and extending the contract term to three years; and

WHEREAS, On August 10, 2021, by Resolution No. 21-0129, the Commission approved Modification No. 3 to Contract No. Contract No. PRO.0101, Tunnel Engineering Services of the Folsom Area Stormwater Improvement Project, extending the contract duration by one year and seven months to account for delays in obtaining the right-of-way contracts needed for the proposed Project, extending the contract term to four years and seven months, with no change in the contract amount; and

WHEREAS, On April 11, 2023, by Resolution No. 23-0069, the Commission approved Modification No. 4 to Contract No. Contract No. PRO.0101, Tunnel Engineering Services of the Folsom Area Stormwater Improvement Project, extending the contract duration by six months to allow time to prepare more detailed budgetary information for Caltrans-requested design requirements, extending the contract term to five years and one month with no change in the contract amount; and

WHEREAS, Staff recommends approval of proposed Modification No. 5 to increase the Contract amount by 7,500,000, and extend the Contract duration by four years, to address Caltrans' additional design and analysis requirements for the US-101 foundation modification, to perform analysis on how the launch shaft affects US-80 foundation, to support City-staff on the upstream sewer box design, and to provide funding and contract duration for engineering support during bid phase and construction, increasing the total not-to-exceed contract amount to \$17,200,000 and extending the contract term to nine years and one month; and

WHEREAS, On September 23, 2021, the San Francisco Planning Department determined the Project to be categorically exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines section 15302, Class 2 (Replacement or Reconstruction) and CEQA Guidelines section 15303, Class 3 (New Construction or Conversion of Small Structures) under Case Number 2021-002217ENV; and

WHEREAS, If project design services under this contract lead to future changes in the project description, no work associated with those changes would occur until the proposed work is reviewed and determined whether environmental review under CEQA has already been conducted, or is required, and if required, the appropriate CEQA review is conducted; and

WHEREAS, Funding for this contract is available from Project No. 10038471, Folsom Area Stormwater Improvement Project; now, therefore, be it

RESOLVED, That this Commission hereby approves Modification No. 5 to Sewer System Improvement Program funded Contract No. Contract No. PRO.0101, Tunnel Engineering Services of the Folsom Area Stormwater Improvement Project, with MJA/S, to increase the Contract amount by \$7,500,000, 7,500,000 and to extend the Contract duration by four years, for a total not-to-exceed contract amount of \$17,200,000, and a total duration of nine years and one month, subject to the Board of Supervisors approval under Charter Section 9.118.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of June 13, 2023



Secretary, Public Utilities Commission



SAN FRANCISCO PLANNING DEPARTMENT

CEQA CATEGORICAL EXEMPTION FORM

PROJECT NAME: SFPUC - Folsom Area Stormwater Improvement Project

PROJECT LOCATION: Mission District

CASE NUMBER: 2021-002217ENV

PROJECT TYPE: New Facility Replacement Facility/Equipment
 Repair/Maintenance/Upgrade Other: _____

1. EXEMPTION CLASS

- Class 1: Existing Facilities
- Class 2: Replacement or Reconstruction
- Class 3: New Construction or Conversion of Small Structures
- Class 6: Information Collection
- Other: _____

2. CEQA Impacts

For any box checked below, refer to the attached Environmental Evaluation Application with supporting analysis and documentation.

- Air Quality:** Would the project affect sensitive receptors (specifically schools, colleges, universities, day care facilities, hospitals, residential dwellings, or senior-care facilities)? Would project construction or operations exceed air quality screening criteria using either the SFPUC Air Quality Screening Tool or CalEEMOD?
- Noise:** Would the project conflict with the applicable local Noise Ordinance?
- Hazardous Materials:** Would the project be located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code, or impact an area with known hazardous materials such as a former gas station, auto repair, dry cleaners, heavy manufacturing use, or site with underground storage tanks? If the project site is suspected of containing hazardous materials, would the project involve 50 cubic yards or more of soil disturbance?
- Soils Disturbance/Modification:** Would the project result in soil disturbance greater than 2 feet below grade in an archeological sensitive area or 8 feet in a non-archeological sensitive area?

Slope/Geological Hazards: If located on slopes of 20% or greater, in a landslide or liquefaction zone, does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint?

Hydrology/Water Quality: Would the project cause flooding impacts, violate water quality standards, result in on- or off-site erosion impacts, or otherwise substantially degrade water quality?

Biology: Would the project have the potential to impact sensitive species, rare plants or designated critical habitat? Is the project consistent with the applicable tree protection ordinance?

Visual: Is the project located within or adjacent to a designated scenic roadway, or would the project have the potential to impact scenic resources that are visible from public locations?

Transportation: Would project construction or operation have the potential to adversely affect existing traffic patterns, transit operations, pedestrian and/or bicycle safety (hazards), or the adequacy of nearby transit, pedestrian and/or bicycle facilities?

Historical Resources: Is the project located on a site with a known or potential historical resource?

Other: _____

3. CATEGORICAL EXEMPTION DETERMINATION

Further Environmental Review Required.

Notes: _____

No Further Environmental Review Required. Project is categorically exempt under CEQA.

Timothy Johnston

Digitally signed by Timothy
Johnston
Date: 2021.09.23 15:07:22 -07'00'

9/23/2021

Planner's Signature

Date

Timothy Johnston, senior environmental planner

Name, Title

Project Approval Action: **SFPUC public hearing**

Once signed and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.



PUBLIC PROJECT APPLICATION

The purpose of the Public Project Application is to collect all relevant information necessary for the Planning Department to appropriately conduct environmental review. Unless otherwise specified by your liaison at Environmental Planning, please submit a completed Public Project Application, along with necessary materials to CPC.EPIntake@sfgov.org.

Once a project is received, you will be contacted regarding payment and/or any additional materials necessary. When payment and/or all missing materials are received; you will receive an email with the ENV case number and contact information for the assigned planner.

Please note that this application is only for projects that do not require an entitlement decision from the San Francisco Planning Commission and/or review of a building permit by Current Planning. For projects requiring an entitlement or review by Current Planning, please complete a regular Project Application and submit according to the submittal instructions outlined in the application.

FOLSOM AREA STORMWATER IMPROVEMENT PROJECT

PROJECT INFORMATION

Property Information

Project Address: **various**

Block/Lot(s):

Applicant Information

Public Agency: **San Francisco Public Utilities Corp**

Name: **Lynette Curthoys**

Phone Number: **650-245-7873**

Email: **lcurthoys@swater.org**

REQUIRED MATERIALS

- Electronic set of plans (11x17) Please see the Department's Plan Submittal Guidelines for more information.
- Photos of proposed work areas/project site.
- Necessary background reports and supplemental applications (specified in Environmental Evaluation Screening Form)
- MTA only: Synchro data for lane reductions and traffic calming projects.

PROJECT DESCRIPTION

Please provide a narrative project description that summarizes the project and its purpose. If additional space is necessary, please attach a separate document with a complete project description.

The project has three components:

1. Construct approximately 3,800 linear feet of 12-foot inside-diameter tunnel from approximately the intersection of Alameda St. and Treat St. connecting to the Channel Transport/Storage Box near the intersection of 7th Street and Berry St.
2. Improve approximately 12,300 linear feet of the upstream sewer system (pipeline replacements, new pipelines, manholes, junction boxes) at various locations
3. Modify four Highway 101/Highway 280 overpass pier foundations to accommodate the proposed tunnel alignment under Alameda St.

APPROVAL ACTION

In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.

Project Approval Action:	
Will the approval action be taken at a noticed public hearing? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO **	
* If YES is checked, please see below. **Email CPC.EPIntake@sfgov.org the date of the approval	

IF APPROVAL ACTION IS TAKEN AT A NOTICED PUBLIC HEARING, INCLUDE THE FOLLOWING CALENDAR LANGUAGE:

End of Calendar:

CEQA Appeal Rights under Chapter 31 of the San Francisco Administrative Code. If the Commission approves an action identified by an exemption or negative declaration as the Approval Action (as defined in S.F. Administrative Code Chapter 31, as amended, Board of Supervisors Ordinance Number 161-13), then the CEQA decision prepared in support of that Approval Action is thereafter subject to appeal within the time frame specified in S.F. Administrative Code Section 31.16. Typically, an appeal must be filed within 30 calendar days of the Approval Action. For information on filing an appeal under Chapter 31, contact the Clerk of the Board of Supervisors at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102, or call (415) 554-5184. If the Department's Environmental Review Officer has deemed a project to be exempt from further environmental review, an exemption determination has been prepared and can be obtained on-line at <http://sf-planning.org/index.aspx?page=3447>. Under CEQA, in a later court challenge, a litigant may be limited to raising only those issues previously raised at a hearing on the project or in written correspondence delivered to the Board of Supervisors, Planning Commission, Planning Department or other City board, commission or department at, or prior to, such hearing, or as part of the appeal hearing process on the CEQA decision. Individual calendar items: This proposed action is the Approval Action as defined by S.F. Administrative Code Chapter 31.


Individual calendar items:

This proposed action is the Approval Action as defined by S.F. Administrative Code Chapter 31.





ENVIRONMENTAL EVALUATION SCREENING FORM

This form will determine the level of environmental review required. You will be contacted by CPC.EPIntake@sfgov.org with a payment request and planner contact information.

If you are submitting an application for entitlement, please submit the Project Application with either Building Permit or Entitlement Intake Appointment.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
1a. General	Estimated construction duration (months):	N/A	
1b. General	Does the project involve replacement or repair of a building foundation? If yes, please provide the foundation design type (e.g., mat foundation, spread footings, drilled piers, etc)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2. Transportation	Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit an Environmental Supplemental- School and Child Care Drop-Off & Pick-Up Management Plan .
3. Shadow	Would the project result in any construction over 40 feet in height?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, an initial review by a shadow expert, including a recommendation as to whether a shadow analysis is needed, may be required, as determined by Planning staff. (If the project already underwent Preliminary Project Assessment, refer to the shadow discussion in the PPA letter.) An additional fee for a shadow review may be required.
4. Biological Resources	Does the project include the removal or addition of trees on, over, or adjacent to the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes: Number of existing trees on, over, or adjacent to the project site: _____ Number of existing trees on, over, or adjacent to the project site that would be removed by the project: _____ Number of trees on, over, or adjacent to the project site that would be added by the project: _____
5a. Historic Preservation 	Would the project involve changes to the front façade or an addition visible from the public right-of-way of a structure built 45 or more years ago or located in a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit a complete Historic Resource Determination Supplemental Application. Include all materials required in the application, including a complete record (with copies) of all building permits.
5b. Historic Preservation	Would the project involve demolition of a structure constructed 45 or more years ago, or a structure located within a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, a historic resource evaluation (HRE) report will be required. The scope of the HRE will be determined in consultation with CPC-HRE@sfgov.org .

 Please see the [Property Information Map](#) or speak with Planning Information Center (PIC) staff to determine if this applies.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
6. Archeology 	Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeologically sensitive area or eight (8) feet below grade in a non-archeologically sensitive area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, provide depth of excavation/disturbance below grade (in feet*): Max depth of disturbance 8-38 feet <i>*Note this includes foundation work</i>
7. Geology and Soils 	Is the project located within a Landslide Hazard Zone, Liquefaction Zone or on a lot with an average slope of 20% or greater? ----- Area of excavation/disturbance (in square feet): TBD ----- Amount of excavation (in cubic yards): 106,000 cy -----	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A geotechnical report prepared by a qualified professional must be submitted if one of the following thresholds apply to the project: <ul style="list-style-type: none"> ● The project involves: <ul style="list-style-type: none"> ○ excavation of 50 or more cubic yards of soil, or ○ building expansion greater than 1,000 square feet outside of the existing building footprint. ● The project involves a lot split located on a slope equal to or greater than 20 percent. <i>A geotechnical report may also be required for other circumstances as determined by Environmental Planning staff.</i>
8. Air Quality 	Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollutant Exposure Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, the property owner must submit copy of initial filed application with department of public health. More information is found here .
9a. Hazardous Materials	Would the project involve work on a site with an existing or former gas station, parking lot, auto repair, dry cleaners, or heavy manufacturing use, or a site with underground storage tanks?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit a Phase I Environmental Site Assessment prepared by a qualified consultant.
9b. Hazardous Materials 	Is the project site located within the Maher area and would it involve ground disturbance of at least 50 cubic yards or a change of use from an industrial use to a residential or institutional use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, submit a copy of the Maher Application Form to the Department of Public Health. Also submit a receipt of Maher enrollment with the Project Application. For more information about the Maher program and enrollment, refer to the Department of Public Health's Environmental Health Division . <i>Maher enrollment may also be required for other circumstances as determined by Environmental Planning staff.</i>

 Please see the [Property Information Map](#) or speak with Planning Information Center (PIC) staff to determine if this applies.



September 21, 2021

Mr. Timothy Johnston, MP, Senior Environmental Planner
 Environmental Planning Division
 San Francisco Planning Department
 49 South Van Ness Avenue, Suite 1400
 San Francisco, CA 94103

RE: CEQA Exemption Request
 Folsom Area Stormwater Improvement Project
 Project No. 2021-002217ENV
 COA: 10026818 : 0001 || 20500 || 232146 || 15729

Dear Timothy:

The San Francisco Public Utilities Commission (SFPUC) requests review of the proposed Folsom Area Stormwater Improvement Project (Project) under the California Environmental Quality Act (CEQA). SFPUC requests San Francisco Planning Department – Environmental Planning Division (EP) concurrence that the proposed Project is categorically exempt under CEQA Section 15302, Class 2 (Replacement or Reconstruction) and Section 15303 Class 3 (New Construction or Conversion of Small Structures). Class 2 consists of the replacement or reconstruction of existing structures and facilities where the new structure would be located on the same site as the structure replaced and would have substantially the same purpose and capacity as the structure replaced. Subsection (c) provides an exemption for the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. Class 3 consists of construction and location of limited number of new, small facilities or structures, including “water main, sewage, electrical, gas and other utility extensions.”

The following analysis demonstrates the proposed Project would not result in adverse environmental effects and provides support for our recommendation that the proposed activities are categorically exempt under CEQA. The Project would be conducted in compliance with applicable federal, State, and local regulations and under contractual provisions prohibiting work in violation of applicable regulations and plans.

London N. Breed
 Mayor

Sophie Maxwell
 President

Anson Moran
 Vice President

Tim Paulson
 Commissioner

Ed Harrington
 Commissioner

Newsha Ajami
 Commissioner

Michael Carlin
 Acting
 General Manager



Information regarding the purpose and need for the Project and describing proposed activities and an assessment of the potential for environmental effects are provided below.

BACKGROUND

The project's primary goal is to mitigate flooding around the 17th Street and Folsom Street neighborhood. Properties in the area have historically been subject to stormwater inundation during moderate to heavy storms. Lower-lying areas in the vicinity can experience up to several feet of flooding during rain events.

PROJECT DESCRIPTION

The project would include the following components:

Tunnel: Construct approximately 3,800 linear feet of 12-foot inside-diameter tunnel along Alameda, De Haro, and Berry streets, extending from Florida Street to the Channel Transport/Storage Box near the intersection of 7th Street and Berry Street.

Upstream Improvements: Improve approximately 12,300 linear feet of the upstream sewer system, including deepening an existing reinforced concrete and brick box sewer, installing new reinforced concrete box sewers, upsizing existing pipe sewers, and installing new auxiliary pipe sewers and junction structures.

The proposed improvements are shown on the attached Exhibit 1, Project Overview map.

Tunnel Construction

The tunnel would be constructed using trenchless excavation methods, beginning with construction of a launch shaft on land owned by Caltrans underneath the Highway 101/80 interchange at Alameda Street. Excavation of this vertical shaft would provide the means to lower the tunnel boring machine to the appropriate depth so that it can begin excavating the tunnel towards the east and west under Alameda Street. Either two tunnel boring machines would be operated in the two directions, or the same tunnel boring machine would be used, constructing one side first and then being removed and lowered back into the launch shaft in order to operate in the opposite direction. The launch shaft

would provide a portal for workers, equipment, materials, and supplies entering and leaving the tunnel during construction and removal of tunnel spoils.

The retrieval shaft to the west would be located at either an existing parking lot just west of the Florida Street and Alameda Street intersection, or on Bryant Street just north of the Alameda Street intersection, where the tunnel boring machine would be removed upon completion of the tunnel bore. To the east, the project would excavate an additional rotation shaft at the intersection of De Haro and Alameda Street to allow the tunnel alignment to turn and continue northeast under De Haro and Berry streets. The project would construct a receiving shaft at the north end of the alignment near the intersection of 7th Street and Berry Street where the tunnel boring machine would be removed.

To allow the tunnel boring machine to excavate under the Highway 101/80 interchange, the project would excavate four shafts to modify the underground foundations of four highway overpass support piers along Alameda Street between Utah Street and San Bruno Avenue.

In the Berry Street segment, the tunnel would need to cross under four existing box sewers that extend east from Division Street, all of which are supported by existing piles. Before boring the tunnel through this area, the project would excavate two large shafts in Berry Street on either side of the Division Street box sewers and temporarily freeze the ground to support the existing box sewers. Crews would then excavate under the box sewers and build a shell to support them while creating a pile-free backfilled space that would allow the tunnel boring machine to bore through.

Ground improvements are needed to reinforce the soils at several locations along the tunnel alignment, including Alameda Street between Henry Adams Street and Rhode Island Street, the De Haro rotation shaft, and the Berry Street receiving shaft. In these locations, the project would drill holes below the existing road surface and inject a cement slurry into the ground to create the appropriate ground composition to support the tunnel bore. Ground improvement may be needed at additional locations as project designs are finalized.

Once the tunnel is completed, a junction structure would be installed in the shaft footprint and all shafts would be backfilled. From the surface, either the ground surface would be restored to pre-construction conditions, or a manhole cover or a hatch flush to the ground would be visible.

Upstream Improvements

As summarized in Table 1, the existing pipelines vary between 8 and 72 inches in diameter and the replacement pipelines would be 12 to 102 inches in diameter. As described in Table 2, the project would also expand the existing box sewer under Treat and Harrison streets. In some cases, new pipeline or box sewer segments would be constructed. All replaced or expanded facilities would be removed; none would be abandoned in place. The purpose of the proposed pipeline diameter increases is to bring old mains up to the current minimum standard to serve existing development and manage Level of Service (LOS) stormwater events. These increases would provide negligible or no expansion of capacity for development growth purposes.

Table 1 Proposed Upstream Pipeline Improvements

Street	Between/At		Replacement Pipe Size(s) (inches)		Approx. Length (feet)
	Street	Street	Existing ¹	Proposed	
South Van Ness Avenue	17th Street	18th Street	12" - 15"	42"	510
South Van Ness Avenue	New pipeline to 18th Street		NA	42"	75
Shotwell Street	18th Street	19th Street	18"	18"	280
Folsom Street	11th Street	12th Street	NA	48"	425
Folsom Street	15th Street	16th Street	12"	15"	85
Folsom Street	16th Street	17th Street	12"	18"	155
Folsom Street	17th Street	18th Street	15"	15"	295
Trainor Street	13th Street	14th Street	12"	12"	305
Harrison Street	Alameda Street	15th Street	8"	12"	335
Alabama	17th Street	Mariposa	8"	12"-15"	430

Street	Between/At		Replacement Pipe Size(s) (inches)		Approx. Length
		Street			
11th Street	Folsom Street	Harrison Street	NA	48"	630
11th Street	Harrison Street	Division Street	NA	75"	845
Erie Street	South Van Ness Ave	Folsom Street	12"- 15"	12"- 18"	395
14th Street	Folsom Street	Harrison Street	75"	84"	620
14th Street	Mission Street	South Van Ness Ave	3' 6" x 5' 3" (box sewer)	66"	585
15th Street	Mission Street	Minna Street	66"	72"	255
15th Street	Minna Street	Capp Street	66"	78"	120
15th Street	Capp Street	South Van Ness Ave	66"	78"	295
15th Street	South Van Ness Ave	Shotwell Street	66"-72"	78"	300
17th Street	South Van Ness Ave	Shotwell Street	NA	102"	310
17th Street	Shotwell Street	Folsom Street	NA	102"	315
17th Street	Folsom Street	Treat Avenue	NA	102"	455
17th Street	Treat Avenue	Harrison Street	NA	90"	220
18th Street	Shotwell Street	Folsom Street	60"	108"	290
18th Street	Folsom Street	Treat Avenue	60"	90"- 108"	320
18th Street	Treat Avenue	Harrison Street	NA	60"	380

Street	Between/At		Replacement Pipe Size(s) (inches)		Approx. Length
19th Street	Folsom Street	Treat Street	12"	24"	300
Mistral Street	Treat Avenue	Harrison Street	12"	12"	75

¹NA for existing indicates that the segment is a new pipeline.

Table 2 Proposed Upstream Box Sewer Improvements

Street	Between/At		Replacement Pipe Size(s) (feet)		Approx. Length (feet)
			Existing ¹	Proposed	
	Street	Street			
Treat Avenue	Alameda Street	16th Street	10.5' x 9'	10.5' x 15'	985
Treat Avenue	Florida Street	Alameda Street	10' x 9'	10.5' x 15'	285
Treat Avenue	16th Street intersection		NA	9' x 8'	45
Harrison Street	16th Street	17th Street	3'0" x 5'0"	9'0" x 8'0"	340
Harrison Street	17th Street	18th Street	3'0" x 5'0"	9'0" x 7'0"	708
Harrison Street	18th Street	19th Street	3'0" x 4'6" 3'0" x 5'0"	9'0" x 6'0"	585
Florida Street	Division Street	Alameda Street	NA	10.5' x 15'	180

¹NA for existing indicates that the segment is a new box sewer.

Pipeline trenching and pipe installation would proceed approximately two blocks and three intersections at a time. Box sewer construction would proceed approximately one block and two intersections at a time. During some of the construction period, there may be more than one area of construction activity occurring simultaneously.

New sewer pipelines would be installed using the open trench construction technique ("cut and cover"). In open-trench construction, the first step is to saw cut around the pavement to be excavated. The pavement is then broken up and hauled to a facility for recycling. The soil is removed to the desired depth

and the bottom compacted. Trenches for pipelines would be approximately 6 to 14 feet wide and up to 17 feet deep. Excavations for box sewers would be approximately 13 to 15 feet wide and up to 25 feet deep.

A trench about 100 to 120 feet long would be opened at any one time for the sewer main work, depending on the space available. Open trenches for pipelines would be covered with steel plates at the end of each day. Approximately 200 to 250 feet of sewer main can typically be installed in a five-day work week. The box sewer excavation and removal activities would require opening a larger excavation, approximately 200 by 15 feet at a time, but once dug, the excavation would be covered with decking to allow construction work to continue while reopening the street to traffic.

After the base of the trench is compacted, a sand layer is placed, the sewer main is installed, and the trench backfilled with imported sand and/or native soil to the bottom of the pavement base. In general, approximately 2 feet of backfill would be placed above the highest point of the sewer main.

Following completion of this work, final repaving of affected streets would be conducted to SFPW standards and according to Public Works Code. Various intersection pedestrian crossings would be upgraded to meet ADA requirements.

Project Duration and Schedule

The project would be initiated upon completion of the environmental review process and construction contract approval and award. The proposed project would be completed over a period of approximately three years. Tunnel construction would require just over two years of construction and the box sewer expansion would extend over approximately two and a half to three years. New pipeline construction and replacement segments would require anywhere from one week to five months depending on the length and size of the pipeline. Project activities would primarily be conducted between 7:00 a.m. to 5:00 p.m. Monday through Friday, though tunnel boring activities may continue through the night, and some work could be required on weekends.

At project intersections, construction work would likely occur on weekends, and occasionally at night, due to traffic restrictions and construction requirements. This could include the use of impact equipment. No more than two nights of

work would be conducted at any single intersection. Project intersections are listed below.

1. Mission Street at 14th Street
2. Mission Street at 15th Street
3. Minna Street at 14th Street
4. Minna Street at 15th Street
5. Natoma Street at 14th Street
6. Natoma Street at 15th Street
7. South Van Ness Avenue at 14th Street
8. South Van Ness Avenue at 15th Street
9. South Van Ness Avenue at 17th Street
10. South Van Ness Avenue at 18th Street
11. Shotwell Street at 15th Street
12. Shotwell Street at 17th Street
13. Shotwell Street at 18th Street
14. Folsom Street at 11th Street
15. Folsom Street at 12th Street
16. Folsom Street at 14th Street
17. Folsom Street at 16th Street
18. Folsom Street at 17th Street
19. Folsom Street at 18th Street
20. Folsom Street at 19th Street
21. Trainor Street at 13th Street
22. Trainor Street at 14th Street
23. Harrison Street at 11th Street
24. Harrison Street at 14th Street
25. Harrison Street at 15th Street
26. Harrison Street at 16th Street
27. Harrison Street at 17th Street
28. Harrison Street at 18th Street
29. Harrison Street at 19th Street
30. Treat Avenue at Florida Street
31. Treat Avenue at Alameda
32. Treat Avenue at 15th Street
33. Treat Avenue at 16th Street
34. Alabama Street at 17th Street
35. Alabama Street at 18th Street
36. Bryant Street at 13th Street/Division Street
37. Utah Street at Alameda Street
38. San Bruno Avenue at Alameda Street
39. Vermont Street at Alameda Street
40. Kansas Street at Alameda Street
41. Rhode Island Street at Alameda Street
42. DeHaro Street at Alameda Street
43. 7th Street at Alameda Street

Except for these intersections, no impact equipment, such as jackhammers, hoe rams or impact pile drivers, would be used during the nighttime hours.

Project Equipment

The proposed project would require use of the following pieces of equipment:

- Tunnel Boring Machine
- Air Compressor
- Pumps
- Ventilation Fan
- Drill Rig
- Light Plant
- High Pressure Pump
- Sawcutting Machine
- Dump Truck
- Utility Truck
- Excavator
- Grinder
- Paver
- Loader/Backhoe
- Roller
- Slurry Plant
- Slurry Trenching Machine (Hydrofraise)
- Slurry Pumps
- Forklift
- Locomotive
- Welding Machine
- Flatbed/Delivery Truck
- Crane
- Pickup Truck
- Water Truck
- Concrete Mixer
- Skidsteer
- Generator
- Pneumatic Tools
(e.g., Hoe-ram, Vibratory Pile Hammer)

Work crews of up to approximately 15 members per day, depending upon the work in progress at that particular time, would be required to complete the pipeline work. For the tunnel launch shaft, larger crews of up to 40 members may work during some activities. Multiple crews could be operating at different locations at the same time. Crews operating on the same street would be at least two blocks apart.

Equipment and debris removed from the project alignment would either be recycled or disposed of according to the provisions of the San Francisco Construction and Demolition Debris Recovery Ordinance.

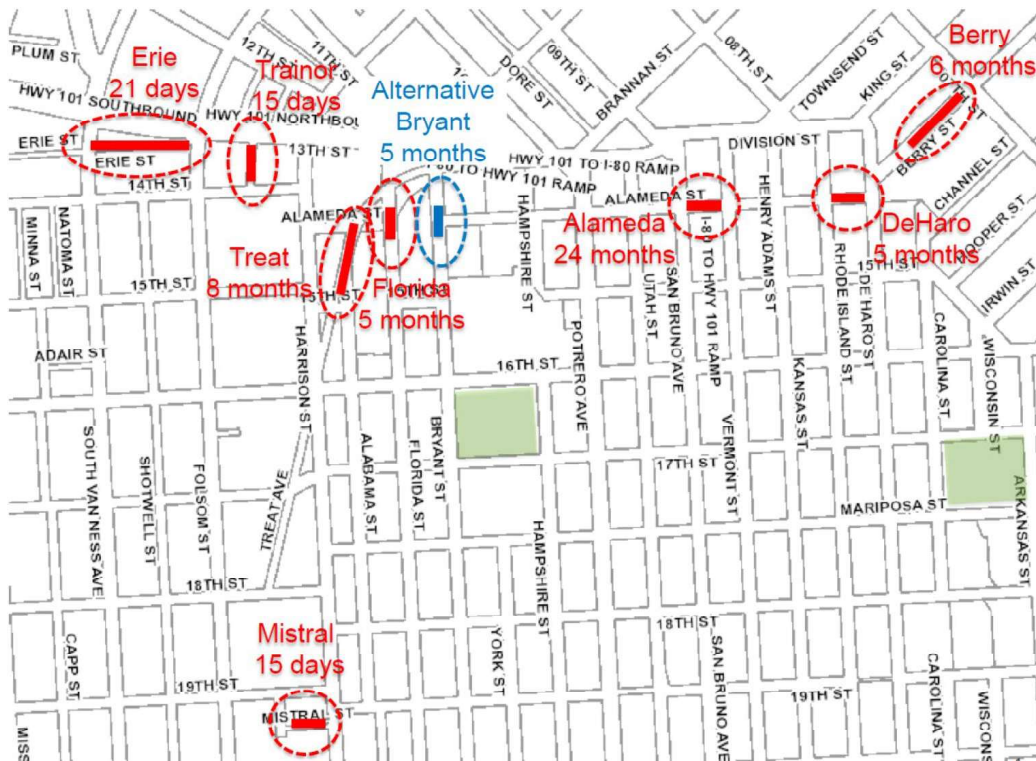
Site Access and Staging

Additional off-street staging is anticipated in the parking lots near the Florida Street launch shaft, on Caltrans property under the freeway overpasses at the Caltrans launch shaft, at the Berry Street receiving shaft, and at the parking lot at Bryant and Division streets. On-street staging is anticipated for the upstream

improvements, for the De Haro Street rotation shaft, the Alameda Street ground improvements, and for the Division box sewer shafts on Berry Street. Equipment, materials and work crew members would temporarily occupy on-street parking spaces along the project alignment. Work crew passenger vehicles may be parked on side streets or in other areas to minimize use of on-street parking spaces along the project alignment.

Site specific traffic control measures would be developed in coordination with the SFPUC and SFMTA to manage traffic during construction. Traffic control measures would include street and lane closures, parking restrictions, and one-way traffic controls. Temporary signage and/or flaggers would be used, and temporary barriers could be erected on heavily trafficked streets. While lanes and streets would be closed to the public, access to residences and businesses would be maintained at all times for property owners and emergency services. The SFPUC and the project construction contractor would coordinate with the SFMTA to minimize disruption and delay of traffic movement and transit service on the project streets.

The exhibit below shows the streets subject to road closures and duration of the closures.



SFPUC STANDARD CONSTRUCTION MEASURES

The SFPUC requires the Standard Construction Measures issued July 1, 2015 (on file at the Environmental Planning Division) be implemented for all projects, as applicable. These measures would be applied to this project as well.

ENVIRONMENTAL INFORMATION

Aesthetics

The permanent facilities of the proposed Project would be completed below grade. Upon completion of the underground sewer work, disturbed surfaces would either be restored to pre-existing conditions, or only a manhole cover or a hatch would be visible.

The Project would implement SFPUC Standard Construction Measure Number 8, which would require the site and staging areas to be maintained in a clean and orderly state. Also, any nighttime lighting would be directed away from residential areas and have shields to prevent light spillover effects. Construction equipment, pipeline sections, and excavated soils would be temporarily stored on the street or in the off-street staging areas described in the project description.

Construction activities would be visible. Due to the short duration of work at any one project location, this change in the aesthetic environment would be temporary. Therefore, adverse effects to aesthetics would not be anticipated for the Project.

Air Quality

Emissions of dust and air pollutants during Project construction would be temporary along individual blocks. The SFPUC has estimated the criteria air pollutants emitted during Project construction based on the maximum number of pieces of equipment that might be operating at one time. A total of approximately 21,000 vehicle trips would be required during the approximately three-year construction period. Approximately two thirds of these trips would be associated with construction of the tunnel and enlargement of the Treat Avenue and Harrison Street box sewers. The rest would be distributed across the other upstream improvements.

As shown in Table 3 below, the estimated average daily criteria pollutants during Project construction would be below the Bay Area Air Quality Management District (BAAQMD) pollutant thresholds.

The entire tunnel alignment and all or a portion of each upstream sewer system improvement are located in the Air Pollutant Exposure Zone (APEZ) as defined in the City's Clean Construction Ordinance (as amended). Per SFPUC Standard Construction Measure Number 2, the Project would adhere to the substantive requirements of the Clean Construction Ordinance. Equipment would either have Tier 2 or higher engines and the most effective Verified Diesel Emission Control Strategy (VDECS) available for the engine type as certified by the California Air Resources Board, or Tier 4 engines. Other requirements include limiting idling to two minutes, properly maintaining and tuning equipment, using alternative sources of power instead of portable diesel engines where feasible, maintaining an equipment inventory, and installing signs for public awareness. In addition, the Project would comply with the City Dust Control Ordinance, per SFPUC Standard Construction Measure Number 2. The ordinance requires watering during excavation to minimize dust emissions and minimizing ground-disturbing activities.

Table 3. Project Criteria Pollutant Emissions

Criteria Pollutant	Project Criteria Emissions (lbs/day) ^{1,3}			May 2017 BAAQMD Thresholds (lbs/day) ⁴
	Year 1	Year 2	Year 3	
PM10	2.6	2.1	2.7	82
PM2.5	2.0	1.6	2.0	54
NOx	40.1	32.6	42.8	54
ROG	4.5	4.1	6.9	54

Table Notes:

- 1) Criteria emissions include all onsite construction emissions and onroad truck emissions for the full truck trip length. Worker commute trip emissions are excluded as negligible.
- 2) Daily average emissions are calculated as the quantity of emissions divided by the total number days for each year.
- 3) Total days are calculated as the total number of days between the Project start date and end date.
- 4) Average daily emissions are compared to BAAQMD threshold values.
- 5) PM = particulate matter, NOx = nitrogen oxides and ROG = Reactive Organic Gas

Given the Project would generate minimal dust, criteria pollutant emissions from Project construction would be below BAAQMD pollutant thresholds, and that construction would be temporary along individual blocks thereby further reducing exposure to emissions, adverse effects on air quality would not be expected.

Biological Resources

The Project alignments would be located in urban/paved areas; therefore, species of concern or critical habitat would not be expected to be present. No vegetation or trees would be removed or trimmed as part of the Project. Therefore, adverse effects to biological resources would not be expected.

Cultural Resources

As the Project would involve installation of an underground sewer infrastructure and would not alter any building or structure, the Project would have low potential to result in impacts to historic built environment features. Potential for historic period resources is generally low, with the possible exception of historic rail-related resources on streets.

A City Archaeologist conducted the archeological review for the Project and found many of the project alignments are modeled as very high to high sensitivity for prehistoric resources associated with the historic surface, and many project areas modeled as very high sensitivity for buried and/or submerged prehistoric resources. Historic surfaces in the area are likely buried, due to historic fill and development, particularly in eastern and northern parts of the project.

Pursuant to the SFPUC Standard Construction Measure Number 9, Archaeological Measure III (Archeological Testing/Data Recovery) would be included in the Project. This would require that archeological testing be conducted prior to construction where excavations in very high sensitivity areas would exceed approximately 12 feet depth. Testing would also be performed where piles or soil improvements are proposed in areas with high to very high submerged prehistoric sensitivity and the piles would penetrate young bay mud and extend to the Colma Formation. Depending on the results of the archeological testing, archeological data recovery and/or monitoring (Archeological Measure II) during excavation of the shafts may also be required. Archeological Measure III is required at the following locations:

**Table 4 Segments Requiring Archeological Measure III
 (Archeological Testing/Data Recovery)**

Street	Between/At	
	Street	Street
Ground Improvements	Alameda between Vermont and Rhode Island	
De Haro Rotation Shaft	Alameda Street at De Haro Street	
11th Street	Harrison Street	Division Street
15th Street	South Van Ness Ave	Shotwell Street
17th Street	South Van Ness Ave	Shotwell Street
17th Street	Folsom Street	Treat Avenue
18th Street	Shotwell Street	Folsom Street
Treat Avenue	Alameda Street	16th Street
Treat Avenue	Florida Street	Alameda Street
Treat Avenue	16th Street intersection	

Archeological Measure II (Archeological Monitoring) would be performed for major excavations (including major increases in pipeline sizes and/or new pipelines) to depths less than 12 feet. Archaeological testing could also substitute for monitoring in areas of shallower excavations, which would substantially reduce monitoring time if findings indicate resources or sensitive strata are not present. Archaeological Measure II requires archaeological monitoring and preparation of an Archeological Monitoring Plan (AMP). Under this plan, archaeological monitoring by a qualified archaeologist would be performed for the locations identified in Table 5.

**Table 5 Segments Requiring Archeological Measure II
 (Archeological Monitoring)**

Street	Between/At	
	Street	Street
Launch Shaft (Option 1)	Florida Street at Alameda Street	
Launch Shaft (Option 2)	Caltrans parcel at Alameda and San Bruno	
Caltrans Shafts	Alameda Street between Utah and San Bruno	
Division St Sewer Shafts (2)	Berry Street between 7 th and De Haro	
South Van Ness Avenue	17th Street	18th Street
South Van Ness Avenue	New pipeline to 18th Street	
Folsom Street	11th Street	12th Street
Folsom Street	16th Street	17th Street
11th Street	Folsom Street	Harrison Street
14th Street	Folsom Street	Harrison Street
15th Street	Mission Street	Minna Street
15th Street	Capp Street	South Van Ness Ave
17th Street	Treat Avenue	Harrison Street
18th Street	Shotwell Street	Folsom Street
18th Street	Folsom Street	Treat Avenue
18th Street	Treat Avenue	Harrison Street
19th Street	Folsom Street	Treat Street
Harrison Street	16th Street	17th Street
Harrison Street	17th Street	18th Street
Harrison Street	18th Street	19th Street

Archeological Measure I (Archeological Discovery) would also be implemented for the entire project, which would require training all construction workers on the potential to discover archeological resources and establishes the procedures to be followed in such an event.

With the inclusion of these measures, no adverse effects to archaeological resources are anticipated.

Hazardous Materials

The State Water Resources Control Board (SWRCB) Geotracker and Department of Toxic Substances Control (DTSC) Envirostor databases were reviewed by SFPUC staff. No hazardous sites were identified within the project alignment. Therefore, the project is not located on a Cortese List site. However, various hazardous waste sites, primarily closed underground storage tank sites, are located on adjacent parcels to the project alignment.

The entire project area for both the tunnel alignment and the upstream sewer improvements is in the Maher zone. The SFPUC and its contractor would comply with the substantive requirements of the Maher Ordinance (Article 22A of the San Francisco Health Code), as amended, and include SFPUC Standard Construction Measure Number 6 in the Project, which requires appropriate treatment, containment and removal of hazardous materials (soil, groundwater or vapor), should they be encountered during Project activities.

Therefore, adverse effects related to potential exposure of workers or the public to hazardous materials would not occur.

Noise

The proposed Project area includes residential, commercial/transit, mixed use, public, and production, distribution, and repair uses. Ambient noise in the area includes traffic noise from Interstate 80 and Highway 101. While some short-term and intermittent noise would be generated as a result of Project activities, the noise would be comparable to pipeline installation projects common in San Francisco.

Most construction activities would require intermittent construction activity for approximately two to four weeks in any given city block. Longer duration construction activities include the box sewers in Treat Avenue and Harrison Street (approximately 4 to 6 months in any given block) and the shafts and

associated work areas along the tunnel alignment (approximately 3 to 24 months depending on the location).

The Project would adhere to the substantive requirements of the San Francisco Noise Control Ordinance (Article 29 of the San Francisco Police Code). Non-impact powered equipment would not generally exceed a noise level of 80 dBA at a distance of 100 feet as specified in the noise ordinance.

Construction impact equipment would generate the most noise but are exempt from the Noise Control Ordinance. Sources of impact-generated noise include:

- Pile installation for shafts along the tunnel alignment, including the Florida Street launch shaft, the Caltrans pier modifications, the Caltrans launch shaft, the De Haro rotation shaft, the Division box sewer underpinning shafts in Berry Street, and the Berry Street receiving shaft.
- Pile installation to support the box Treat Avenue and Harrison Street box sewers.
- Pneumatic hammer (i.e., hoe ram) to remove the existing concrete box sewer under Harrison Street.

Impact equipment for the shaft locations would only occur during daytime hours (7:00 a.m. to 8:00 p.m.). Most of the shafts are not located near sensitive receptors, with the exception of the three shafts in Berry Street. Pile installation for the Division box sewer underpinning shafts in Berry Street would require approximately seven weeks near the residences at 888 7th Street. Pile installation for the receiving shaft in Berry Street would require approximately one week near the residences in Crescent Cove.

Pile installation for the box sewers would occur for three to five weeks in any given block and would use torque-down piles, which generate noise equivalent to a truck-mounted drill rig. For removal of existing reinforced concrete box sewers along Harrison Street between 16th and 19th street would require use of an excavator with a pneumatic hammer (i.e., hoe ram), though the trench would provide some sound attenuation. The existing box sewer under Treat Avenue is made of brick and can be removed with non-impact equipment.

As discussed in the Project Description above, Project activities would primarily be conducted between 7:00 a.m. to 5:00 p.m. Monday through Friday, and

potentially on weekends. As described in the project description, evening work, including with impact equipment, may be required at various intersections for up to 2 nights at each location.

Tunnel boring may continue 24 hours a day, however construction work for the tunnel alignment would be underground at depths of approximately 27 to 42 feet below the ground surface from Florida Street to Utah Street, and 17 to 27 feet below the ground surface between Utah Street and Berry Street. Therefore, construction noise within the tunnel would be shielded by the intervening ground and would not impact receptors above the alignment. Aboveground activities to support the tunnel boring would only be allowed if they would not result in a noise increase of 5 dBA above ambient at the nearest sensitive receptor from 8:00 PM to 7:00 AM.

The Berry Street shaft staging area would be located within 10 feet of the southernmost residences in Crescent Cove, however the actual shaft (where pile installation is required) would be approximately 40 feet from the nearest residence. Pile installation at this location would require operation of a vibratory hammer for approximately 1 week. Total construction use of this site is estimated to be approximately 13 weeks.

The Project would comply with San Francisco's noise ordinance. Due to the limited duration of the Project, and temporary nature of the construction activities, adverse noise effects would not be expected.

Recreation

Chan Kaajal Park and Community Garden is located adjacent to a segment of the new 102-inch sewer pipeline that would be installed in 17th Street between Folsom Street and Shotwell Street. The park is operated and maintained by the San Francisco Recreation and Parks Department. The Berry Street receiving shaft and staging area would be located across the street from the Berry Street Dog Park, one of the public recreational amenities in Mission Creek Park, which is managed by Mission Bay Parks.

Project activities would not interfere with use of either park as work would occur within roadways or in the designated staging area. Public access to recreation resources would be maintained without interruption. Therefore, adverse effects on recreation resources would not be anticipated.

Transportation

Project activities would require temporary use of traffic lanes, parking lanes and/or bus stops during construction and for equipment and materials staging. These activities could temporarily delay or require rerouting of through traffic including bus lines. As discussed in the Project Description section, some streets would be closed temporarily during construction.

The proposed Project follows and/or crosses various municipal bus routes and bike routes in the neighborhood but would not affect Municipal Light Rail operations. Any necessary detours and/or rerouted bus lines would be clearly identified. On-street parking spaces temporarily occupied by the Project would be made available at Project completion.

When feasible, at least one lane of traffic would be open during construction, and a flagger would be on duty to maintain traffic flow. Local access to residence and business driveways would be maintained at all times. Open trenches would be covered with steel plates at the intersections and along transit routes during evenings and weekends. During construction of the box sewers, the excavation would be covered with decking to allow construction work to continue while reopening the street to traffic. As required, encroachment permits would be obtained from SFMTA and/or SFPW for work that encroaches on City streets or sidewalks (i.e., lane or street closures) or requires relocating transit services and all conditions of any such permits would be implemented.

In general, parking lane, travel lane, and sidewalk closures are subject to review and approval by the SFMTA. The SFMTA review and approval process considers other construction projects in the vicinity; pedestrian, transit and traffic operations; and specific land uses along the Project corridor. Per Standard Construction Measure Number 4 and consistent with the requirements of SFMTA's Blue Book, the contractor would implement traffic control measures to maintain traffic and pedestrian circulation on streets affected by Project construction.

Based on the number of vehicles and construction equipment to be used during Project activities and the limited duration of work along Project segments, transit routes in the area of the Project should not be substantially delayed or traffic impeded, and adverse effects to transportation are not anticipated.

Water Quality

No construction work would take place within waters of the U.S. or of the State or within any habitat associated with waters of the US or of the State. During construction, pollutants such as sediment and oils could be discharged to storm drains during storm events if they are entrained in stormwater runoff. The project would adhere to the City's Construction Site Runoff Control Ordinance (Article 4.2 of the San Francisco Public Works) that requires all projects to implement best management practices to prevent the discharge of sediment, non-stormwater and waste runoff from construction sites. Additionally, pursuant to SFPUC Standard Construction Measure Number 3, the contractor would implement erosion and sedimentation controls (i.e. gravel bags and silt fence for storm drain inlet protection) tailored to each site. These controls would ensure that Project activities do not alter any drainage patterns or adversely affect water quality. Given the nature of the work activities and because the Project would be required to comply with local water quality requirements, adverse effects to water quality would not be anticipated.

CEQA COMPLIANCE/RECOMMENDATION

State CEQA Guidelines Section 15300.2 states that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The project is similar to other pipeline construction projects throughout the city, including recent tunnel installations for the WW-711 Wawona Area Stormwater Improvement and Vicente Street Water Main Replacement Project and the Kansas and Marin Streets Sewer Improvements Project. Therefore, there are no unusual circumstances surrounding the current proposal that would suggest a reasonable possibility of a significant effect. As detailed above, the proposed project would have no significant environmental effects.

Based on the description of the proposed activity and evaluations above, the SFPUC recommends EP determine the proposed Folsom Area Stormwater Improvement Project be classified as categorically exempt under CEQA Section 15302, Class 2 (Replacement or Reconstruction) and Section 15303 Class 3 (New Construction or Conversion of Small Structures). Class 3 consists of the construction and location of limited numbers of new, small facilities or structures.

Timothy Johnston, MP, Senior Environmental Planner,
Environmental Planning Division, San Francisco Planning Department
CEQA Exemption Request
Folsom Area Stormwater Improvement Project
September 21, 2021
Page 21

Should you have questions regarding the proposed Project, Senior Environmental Project Manager Scott MacPherson may be reached at (415) 551-4525.

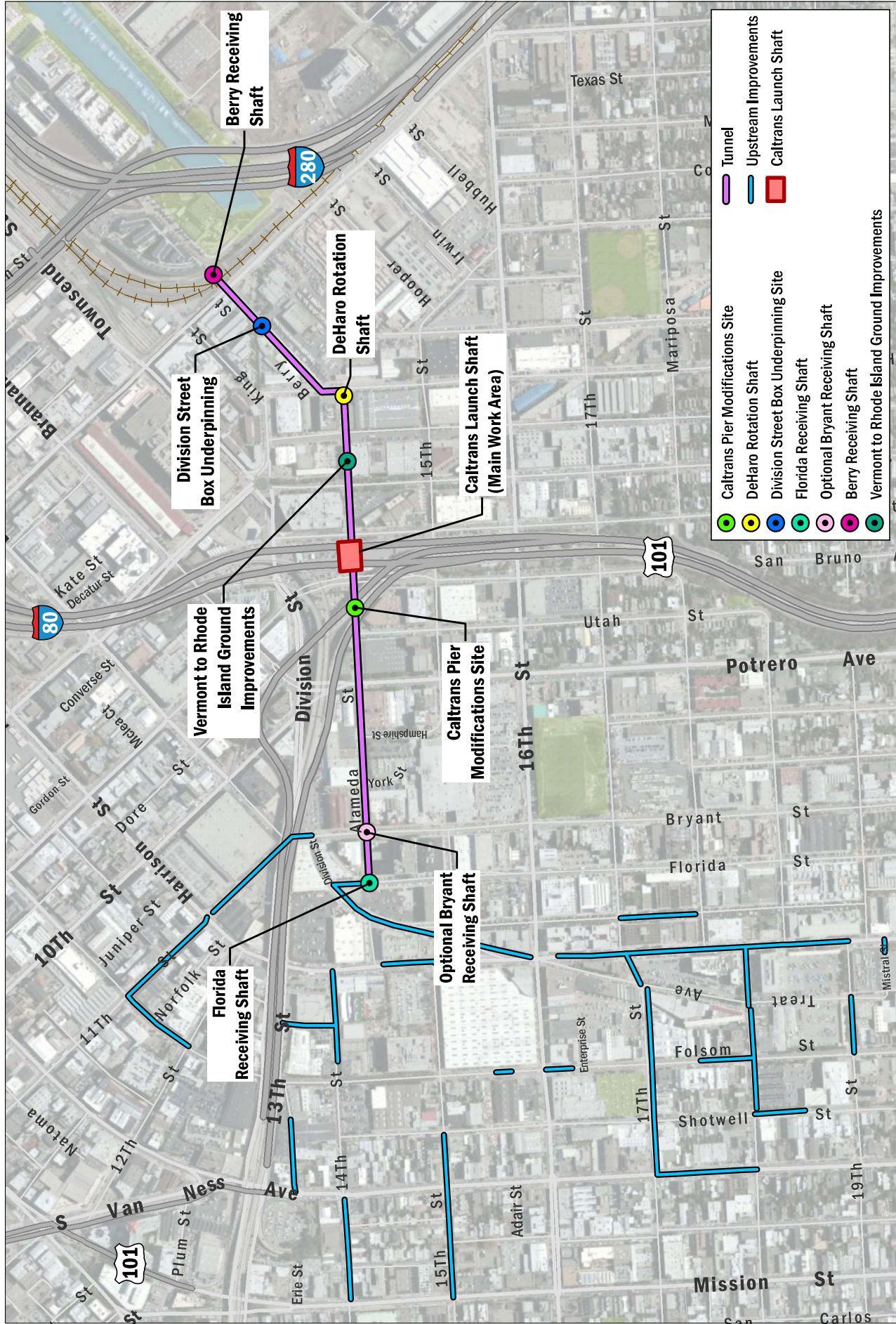
Sincerely,

A handwritten signature in cursive script that reads "Karen Frye".

Karen Frye, AICP, Acting Bureau Manager
Bureau of Environmental Management

Attachment: Figure 1, Project Overview

cc: Derek Adams, SFPUC Project Manager
Paul Louie, SFPUC Project Engineer



Source: Esri, 2021, AECOM 2021

FIGURE 1
Project Overview

FROM: Jeremy Spitz, Policy and Government Affairs

DATE: June 16, 2023

SUBJECT: [Wastewater Enterprise Agreement Modification - McMillen Jacobs Associates/Stantec, Joint Venture - Tunnel Engineering Services, Folsom Area Stormwater Improvement Project - Not to Exceed \$17,200,000]

Please see attached a proposed Resolution approving Modification No. 5 to the Folsom Area Stormwater Improvement Project, Contract No. PRO.0101, Tunnel Engineering Services, with McMillen Jacobs Associates/Stantec, Joint Venture, to increase the contract amount by \$7,500,000 and increase the contract duration by four years, for a total not to exceed contract amount of \$17,200,000 and a total contract duration of nine years and one month, with a new term period of November 2018 through December 2027, to provide specialized engineering services for the Folsom Area Stormwater Improvement Project, pursuant to Charter, Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- Request for Proposals (PDF Version)
- Request for Proposals Addendum No. 1 (PDF Version)
- Request for Proposals Addendum No. 2 (PDF Version)
- SFPUC Resolution No.18-0154 (PDF Version)
- SFPUC Resolution No.20-0188 (PDF Version)
- SFPUC Resolution No.21-0129 (PDF Version)
- SFPUC Resolution No.23-0069 (PDF Version)
- PRO.0101 Amendment No.1 Memo (PDF Version)
- PRO.0101 Amendment No.2 Memo (PDF Version)
- PRO.0101 Amendment No.3 Memo (PDF Version)
- PRO.0101 Amendment No.4 Memo (PDF Version)
- Form 126 (PDF Version)
- CEQA Categorical Exemption Form (PDF Version)
- SFPUC Resolution No.23-0119 (PDF Version)
- Draft PRO.0101 Modification #5 (PDF Version)

London N. Breed
Mayor

Newsha Ajami
President

Sophie Maxwell
Vice President

Tim Paulson
Commissioner

Tony Rivera
Commissioner

Kate Stacy
Commissioner

Dennis J. Herrera
General Manager

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





San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

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

Received On:

File #: 230752

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Derek Adams	(415) 554-1827
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
PUC Project Management Bureau	DSAdams@sfgwater.org

5. CONTRACTOR	
NAME OF CONTRACTOR McMillen Jacobs Associates/Stantec, Joint Venture	TELEPHONE NUMBER (415)434-1822
STREET ADDRESS (including City, State and Zip Code) 49 Stevenson St, San Francisco, CA 94105	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230752
DESCRIPTION OF AMOUNT OF CONTRACT 17,200,000		
NATURE OF THE CONTRACT (Please describe) The contract is for the consultant to provide engineering design services to create plans, specifications, and cost/schedule estimates for the construction of a 4,000-foot long, 12-foot diameter sewer tunnel in the City and County of San Francisco. The consultant will also support City staff in obtaining permits and environmental clearance.		

7. COMMENTS

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Romero/McMillen Jacobs	Victor	Other Principal Officer
2	Adams/McMillen Jacobs	Dan	CEO
3			
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9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
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27			
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Aguilar, Jessica A](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Oliveros Reyes, Jennifer \(PUC\)](#); [Spitz, Jeremy \(PUC\)](#)
Subject: Wastewater Enterprise Agreement Modification - McMillen Jacobs Associates/Stantec, Joint Venture - Tunnel Engineering Services, Folsom Area Stormwater Improvement Project - Not to Exceed \$17,200,000
Date: Friday, June 16, 2023 10:23:30 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hello BOS team,

Please view the sharefile link for a proposed Resolution approving Modification No. 5 to the Folsom Area Stormwater Improvement Project, Contract No. PRO.0101, Tunnel Engineering Services, with McMillen Jacobs Associates/Stantec, Joint Venture, to increase the contract amount by \$7,500,000 and increase the contract duration by four years, for a total not to exceed contract amount of \$17,200,000 and a total contract duration of nine years and one month, with a new term period of November 2018 through December 2027, to provide specialized engineering services for the Folsom Area Stormwater Improvement Project, pursuant to Charter, Section 9.118.

<https://sfpuc.sharefile.com/d-s6f4f3c4a82b74627b42f6b0927426733>

The following is a list of accompanying documents:

- Cover Letter (Word Doc Version)
- Proposed Resolution (Word Doc Version)
- Request for Proposals (PDF Version)
- Request for Proposals Addendum No. 1 (PDF Version)
- Request for Proposals Addendum No. 2 (PDF Version)
- SFPUC Resolution No.18-0154 (PDF Version)
- SFPUC Resolution No.20-0188 (PDF Version)
- SFPUC Resolution No.21-0129 (PDF Version)
- SFPUC Resolution No.23-0069 (PDF Version)
- PRO.0101 Amendment No.1 Memo (PDF Version)
- PRO.0101 Amendment No.2 Memo (PDF Version)
- PRO.0101 Amendment No.3 Memo (PDF Version)
- PRO.0101 Amendment No.4 Memo (PDF Version)
- Form 126 (PDF Version)
- CEQA Categorical Exemption Form (PDF Version)
- SFPUC Resolution No.23-0119 (PDF Version)
- Draft PRO.0101 Modification #5 (PDF Version)

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

Best regards,

Jesica

Jesica Aguilar

Policy & Government Affairs

San Francisco Public Utilities Commission

Desk: 415-551-4860

Pronouns: she, her, ella

sfpuc.org

